SESSIONAL PAPERS

54

VOLUME XLI.—PART III.

First Session of Twelfth Legislature

OF THE

PROVINCE OF ONTARIO

SESSION 1909

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1909

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TORONTO

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No. 1.... Public Accounts of the Province, for the year 1908. Presented to the Legislature, 26th February 1909. *Printed.*

No. 2.... Estimates for the service of the Province until the Estimates of the year are finally passed. Presented to the Legislature, 17th February, 1909. *Not Printed.* Estimates for the ten months ending 31st October, 1909. Presented to the Legislature, 2nd March, 1909. *Printed.* Estimates (Supplementary) for the year 1909. Presented to the Legislature, 29th March, 1909. *Printed.* Estimates for the year ending 31st October, 1910. Presented to the Legislature, 29th March, 1909. *Printed.*

No. 3.... Report of the Minister of Lands, Forests and Mines of the Province, for the year 1908. Presented to the Legislature, 2nd April, 1909. *Printed.*

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No. 4.... Report of the Bureau of Mines, for the year 1908. Presented to the Legislature, 29th March, 1909. *Printed.*

No. 5.... Report of the Commissioners for the Queen Victoria Niagara Falls Park, for the year 1908. Presented to the Legislature, 26th February, 1909. *Printed.*

No. 6.... Report of the Minister of Public Works, for the year 1908. Presented to the Legislature, 19th March, 1909. *Printed.*

No. 7.... Report of the Registrar-General, relating to the Registration of Births, Marriages and Deaths, for the year 1907. Presented to the Legislature, 11th March, 1909. *Printed.*

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No. 8.... Report of the Temiskaming and Northern Ontario Railway Commission, for the year 1908. Presented to the Legislature, 26th February, 1909. *Printed.*

No. 9.... Report of the Ontario Railway and Municipal Board, for the year 1908. Presented to the Legislature, 30th March, 1909. *Printed.*

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No. 10... Report of the Inspector of Insurance and Registrar of Friendly Societies for the year 1908. Presented to the Legislature, 9th March, 1909. *Printed.*

No. 11... Financial Statements made by Loan Corporations, Building Societies, Loaning Land Companies and Trust Companies, for the year 1908. Presented to the Legislature, 9th March, 1909. *Printed.*

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No. 12... Report of the Minister of Education, for the year 1908. Presented to the Legislature, 17th March, 1909. *Printed.*

No. 13... Report of the Board of Governors of the University of Toronto, for the year ending 30th June, 1908. Presented to the Legislature, 26th February, 1909, *Printed.*

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No. 14... Report of the Ontario Agricultural College and Experimental Farm, for the year 1908. Presented to the Legislature 1st April, 1909. *Printed.*

No. 15... Report of the Ontario Agricultural and Experimental Union, for the year 1908. Presented to the Legislature, 1st April, 1909. *Printed.*

No. 16... Report of the Fruit Grower's Association of Ontario, for the year 1908. Presented to the Legislature, 2nd April, 1909. *Printed.*

No. 17... Report of the Fruit Branch of the Department of Agriculture, for the year 1908. Presented to the Legislature, 8th April, 1909. *Printed.*

No. 18... Report of the Ontario Vegetable Grower's Association, for the year 1908. Presented to the Legislature, 1st April, 1909. *Printed.*

No. 19... Report of the Entomological Society of Ontario, for the year 1908. Presented to the Legislature, 24th March, 1909. *Printed.*

No. 20... Report of the Ontario Bee-Keepers' Associations, for the year 1908. Presented to the Legislature, 1st April, 1909. *Printed.*

No. 21... Report of the Dairymen's Associations of Ontario, for the year 1908. Presented to the Legislature, 1st April, 1909. *Printed.*

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No. 22... Report of the Live Stock Associations of Ontario, for the year 1908. Presented to the Legislature, 26th February, 1909. *Printed.*

No. 23... Report on the Reforestation of Waste Lands in Southern Ontario, in 1908. Presented to the Legislature, 25th March, 1909. *Printed.*

No. 24... Report of the Women's Institutes of Ontario, for the year 1908. Presented to the Legislature, 26th February, 1909. *Printed.*

No. 25... Report of the Farmers' Institutes of Ontario, for the year 1908. Presented to the Legislature, 26th February, 1909. *Printed.*

No. 26... Report of the Agricultural Societies of Ontario, and the Convention of the Ontario Association of Fairs and Exhibitions, for the year 1908. Presented to the Legislature, 26th February, 1909. *Printed.*

No. 27... Report of the Horticultural Societies of Ontario, for the year 1908. Presented to the Legislature, 1st April, 1909. *Printed.*

No. 28... Report of the Bureau of Industries of Ontario, for the year 1908. Presented to the Legislature, 1st April, 1909. *Printed.*

No. 29... Report of the Inspectors of Factories of Ontario, for the year 1908. Presented to the Legislature, 1st April, 1909. *Printed.*

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No. 30... Report of the Bureau of Labour of Ontario, for the year 1908. Presented to the Legislature, 4th March, 1909. *Printed.*

No. 31... Report on Highway Improvement in Ontario, for the year 1908. Presented to the Legislature, 19th March, 1909. *Printed.*

No. 32... Report of the Game and Fisheries Department, for the year 1908. Presented to the Legislature, 25th March, 1909. *Printed.*

No. 33... Report of the Ontario Veterinary College, for the year 1908. Presented to the Legislature, 1st April, 1909. *Printed.*

No. 34... Report upon the Archives of the Province, for the year 1908. Presented to the Legislature, 6th April, 1909. *Printed.*

No. 35... Report on Neglected and Dependent Children in Ontario, for the year 1908. Presented to the Legislature, 30th March, 1909. *Printed.*

No. 36... Report of the Provincial Board of Health, for the year 1908. Presented to the Legislature, 16th March, 1909. *Printed.*

No. 37... Report of the Inspector of Division Courts, for the year 1908. Presented to the Legislature, 29th March, 1909. *Printed.*

No. 38... Report of the Inspector of Legal Offices, for the year 1908. Presented to the Legislature, 22nd March, 1909. *Printed.*

No. 39... Report of the Inspector of Registry Offices, for the year 1908. Presented to the Legislature, 6th April, 1909. *Printed.*

No. 40... Report of the Secretary and Registrar of Ontario, for the year 1908. Presented to the Legislature, 2nd April, 1909. *Printed.*

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No. 41... Report upon the Hospitals for the Insane of Ontario, for the year ending 30th September, 1908. Presented to the Legislature, 1st April, 1909. *Printed.*

No. 42... Report upon the Common Gaols, Prisons, and Reformatories of Ontario, for the year ending 30th September, 1908. Presented to the Legislature, 2nd April, 1909. *Printed.*

No. 43... Report upon the Hospitals and Charities of Ontario, for the year ending 30th September, 1908. Presented to the Legislature, 2nd April, 1909. *Printed.*

No. 44... Report upon the Operation of the Liquor License Acts in Ontario, for the year 1908. Presented to the Legislature, 26th February, 1909. *Printed.*

No. 45... Report of the Provincial Municipal Auditor, for the year 1908. Presented to the Legislature, 6th April, 1909. *Printed.*

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No. 46... A Return from the Records of the General and Subsequent Elections to the Legislative Assembly on the 8th day of June, 1908, shewing :— (1) The number of Votes Polled for each Candidate in each Electoral District in which there was a contest: (2) The majority whereby each successful Candidate was returned ; (3) The total number of Votes Polled ; (4) The number of Votes remaining unpolled ; (5) The number of names on the Polling Lists : (6) The number of Ballot Papers sent out to each Polling Place ; (7) The Used Ballot Papers ; (8) The Unused Ballot Papers ; (9) The Rejected Ballot Papers ; (10) The Cancelled Ballot Papers ; (11) The Declined Ballot Papers ; (12) The Ballot Papers taken from Polling Places ; (13) A General Summary of Votes cast in each Electoral District ; (14) A similar statement as to any Elections held since the General Election. Presented to the Legislature, 16th February, 1909. *Printed.*

No. 47... Report of the Librarian on the state of the Library. Presented to the Legislature, 17th February, 1909. *Not Printed.*

No. 48... Report of the Hydro-Electric Power Commission of the Province, for the year 1908. Presented to the Legislature, 7th April, 1909. *Printed.*

No. 49... Report shewing expenditure and account of Construction, Right-of-Way purchased and Equipment, owned by the Temiskaming and Northern Ontario Railway Commission. Presented to the Legislature, 12th March, 1909. *Printed.*

No. 50... Northwest Angle Treaty No. 3. Claims made by the Government of Canada, against Ontario. Presented to the Legislature, 6th April, 1909, *Printed.*

No. 51... Bulletin of the Toronto Hospital for the Insane in the interests of Psychiatry in Ontario. Presented to the Legislature, 12th March, 1909. *rinted for distribution only.*

No. 52... Copies of Orders-in-Council passed since the last Session of the Legislature under Section 27 of the Department of Education Act. Presented to the Legislature, 26th February, 1909. *Not printed.*

No. 53... Return to an Order of the House of the Third day of March, 1909, for a Return shewing :—1. The number of Public School Inspectors in the organized Counties of Ontario. 2. Number of Schools under Inspector. 3. The amount of money paid to such Inspectors. 4. The amount of money paid by the County as required by the Act. 5. Total amount of expenses paid by the Counties. 6. Average amount of salary and expenses paid each Inspector by both County and Government. Presented to the Legislature, 12th March, 1909. Mr. *Ferguson (Simcoe.) Printed.*

No. 54... Certain Agreements, made in duplicate, for the supply of printing paper required by the Government, for the term of three years, computed from the first day of January, 1909. Presented to the Legislature, 12th March, 1909. *Printed.*

No. 55... Copies of Orders-in-Council under the provisions of section 187 of "The Judicature Act," and sub-section 2 of section 84 of the "Surrogate Court Act." Presented to the Legislature, 12th March, 1909. *Not Printed.*

No. 56... Return to an Order of the House of the Third day of March, 1909, for a Return shewing :—1. The name of all the Collegiate Institutes, High Schools and Continuation Classes in the Province. 2. Which of these Schools were classed "Approved," in the Academic year, July, 1907, to July, 1908. 3. The change (if any) made in the classification of each such school since July 1st, 1908, to date. 4. The reasons for such change in classification. Presented to the Legislature, 25th March, 1909. Mr. *Stock. Not Printed.*

No. 57... Return of an Order of the House of the Fifteenth day of March, 1909, for a Return from the Master of Titles under the Land Titles Act for the last three years, shewing :—1. Number of absolute and qualified entries of ownership. 2. Number of possessory entries of ownership. 3. Amount added to the Assurance Fund. 4. Total amount of Assurance Fund. 5. The accumulated interest from time to time added. 6. Total losses charged against Insurance Fund. 7. Number of Transfers. 8. Number of Mortgages. 10. Number of leases. 10. Amount of Fees received. 11. Salaries and other expenses of Management. 12. Amount paid by the City of Toronto and County of York to make up deficits in running expenses during the last ten years. Presented to the Legislature, 29th March, 1909. Mr. *McPherson. Not Printed.*

No. 58... Report and Census on the Feeble Minded in Ontario. Presented to the Legislature, 6th April, 1909. *Printed.*

No 59... Statement of the distribution of the Revised and Sessional Statutes, 1897 to 1908. Presented to the Legislature, 31st March, 1909. *Not Printed.*

No. 60... Report of the Corn Grower's Association of Ontario, for the year 1908. Presented to the Legislature, 1st April, 1909. *Printed.*

No. 61... Report of the Department of Agriculture of Ontario, for the year 1908. Presented to the Legislature, 1st April, 1909. *Printed.*

No. 62... Report on Farming Opportunities in Ontario, with list of improved Farms for sale. Presented to the Legislature, 1st April, 1909. *Printed for distribution only.*

No. 63... Return to an Order of the House of the Nineteenth day of March, 1909, that the Report of Mr. Starr, who was appointed a Commissioner to enquire into certain matters relating to liquor licenses in the City of Toronto, which has not been printed for public distribution, the original Report be laid upon the Table of the House. Presented to the Legislature, 1st April, 1909. Mr. *Ross* (*Middlesex.*) *Not Printed.*

No. 64... Return to an Order of the House of the Tenth day of March, 1909, for a Return shewing :—Concerning each appointment made by the Government to any educational office, or employment, since the Government's inception of office. 1. Name of appointee. 2. Date of appointment. 3. Nature of employment or office. 4. Outline of duties pertaining thereto. 5. The salary paid. 6. If teacher, master or professor : (*a*) His academic standing. (*b*) The kind of school or schools in which his experience was obtained, and the length of it. (*c*) His professional status, and stating the kind of training school in which he was trained. 7. Concerning the office of Inspector since the creation of the office, and as to such official : (*a*) What previous experience in inspection had he. (*b*) His academic and professional standing qualifying him for his duties. 8. If not holding his engagement still, how was it severed. Presented to the Legislature, 1st April, 1909. Mr. *Stock. Not Printed.*

No. 65... Report upon the Hospitals for the Idiotic and Epileptic of Ontario for the year 1908. Presented to the Legislature, 1st April, 1909. *Printed.*

No. 66... Return to an Order of the House of the Fifth day of April, 1909, that the Report of the Commissioner who held the recent enquiry into the conduct of W. R. Andrews, the License Inspector of East Elgin, together with the evidence on which the same is based, be laid upon the Table of the House. Presented to the Legislature, 6th April, 1909. Mr. *Bowyer. Printed.*

No. 67... Return to an Order of the House of the Eighth day of March, 1909, for a Return shewing :—1. When a branch or sub-department of Forestry was established under the Government of Ontario. 2. The names and duties of all officials and employees of the said branch or sub-department in each year since and including the year 1905. 3. Name of any and all officials of the Government of Ontario whose duty it is to deal with forest conservation or re-forestation or either of them, together with a copy of the Orders-in-Council appointing said officials and copies of regulations defining their duties. 4. A statement, in detail, of the lands that have been set aside as forest reserves since the beginning of the year 1905, giving the location and acreage of each. 5. A statement in detail of the lands set aside for re-forestation since the beginning of the year 1905, giving the location and acreage of each. Presented to the Legislature, 6th April, 1909. Mr. *MacKay* (*Grey.*) *Not printed.*

No. 68... The James Bay Treaty, No. 9, with pay list for 1906. Presented to the Legislature, 6th April, 1909. *Printed.*

No. 69... Return to an Order of the House of the Fifth day of March, 1909, for a Return shewing :—1. How many licenses to operate motor vehicles in the Province was granted during the year 1908. 2. How many of these were granted to non-residents and how many to residents of this Province. 3. Were special Constables appointed by the Provincial Government to enforce the Motor Vehicle Law. If so, how many. 4. What expense in regard to their services or otherwise was undertaken by the Government in that regard. 5. How many convictions were made for breaches of the law. 6. How many were through the efforts of said Constables, if any. 7. What was the nature of the offences, and what number of convictions were secured under each. 8. What number of these convictions were against non-residents. Presented to the Legislature, 8th April, 1909. Mr. *Ross* (*Middlesex*.) *Not printed.*

No. 70... Return to an Order of the House of the Twenty-fourth day of March, 1909, for a Return shewing :—1. How many Emigrants the Salvation Army brought out from Great Britain and Ireland during the season of 1908. 2. How many were male and how many female. 3. How many were placed in the homes of the farmers of the Province of Ontario. 4. The names and addresses of the farmers, and if those so placed remained; how long, with names and addresses of any still remaining. Also, shewing :—1. How many Emigrants the Government of this Province brought out from Great Britain and Ireland during the season of 1908. 2. How many were male and how many female. 3. How many were placed in the homes of the farmers of the Province of Ontario. 4. The names and addresses of the farmers, and if those so placed remained, and if so, how long ; with the names and addresses of any still remaining. Also, shewing :—1. How many farmers the Government induced to come to the Province of Ontario during the year 1908. 2. How many rented, leased, or purchased farms. 3. How many are still on the farms, and if not, why. 5. Shewing any who took up government land, and if so, if they purchased it or acquired it on the homesteading plan. 7. The names and addresses of such farmers. Presented to the Legislature, 8th April, 1909. Mr. *Studholme*. *Not printed.*

Office Building, North Bay.

SEVENTH ANNUAL REPORT

OF THE

Temiskaming and Northern Ontario Railway Commission

YEAR AS OF

December 31, 1908.

PRINTED BY ORDER OF
THE LEGISLATIVE ASSEMBLY OF ONTARIO

TORONTO:
Printed and Published by L. K. CAMERON, Printer to the King's Most Excellent Majesty
1908

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TORONTO.

To His Honour LIEUT.-COL. J. M. GIBSON, K.C.,
Lieutenant-Governor of Ontario.

MAY IT PLEASE YOUR HONOUR:

The undersigned has the honour to present to Your Honour the Seventh Annual Report of the Temiskaming and Northern Ontario Railway Commission, for the year as of December 31st, 1908.

Respectfully submitted,

J. O. REAUME,

Minister of Public Works

TORONTO, FEBRUARY 15TH, 1909.

HON. J. O. REAUME,
Minister of Public Works, Ontario,
Toronto,

SIR:—

I have the honour by direction to submit to you for presentation to the Legislature, the Seventh Annual Report of the Temiskaming and Northern Ontario Railway Commission, for the year as of December 31st, 1908.

I have the honour to be,

Sir,

Your obedient servant,

A. J. McGEE,

Secretary-Treasurer.

The Temiskaming and Northern Ontario Railway Commission.

J. L. Englehart	*Chairman*	Petrolia.
Denis Murphy	*Commissioner*	Ottawa.
Frederick Dane	*do and Land Agent*	Toronto.

CHIEF OFFICERS

A. J. McGee	*Secretary-Treasurer*	Toronto.
J. H. Black	*Superintendent*	North Bay.
G. A. McCarthy	*Chief Engineer*	do
H. F. Macdonald	*Acting Accountant*	Toronto.
W. A. Griffin	*Traffic Accountant*	North Bay.
W. D. Cunneyworth	*Freight & Passenger Agent*	do
A. J. Parr	*Asst. Freight & Passengev Agent*	do
Arthur Allan	*Master Mechanic*	do
William Young	*General Roadmaster*	do
Geo. W. Lee	*General Agent*	do
C. L. Ferguson	*Paymaster*	do
Arthur A. Cole	*Mining Engineer*	Cobalt.
Cecil B. Smith	*Consulting Engineer*	Toronto.
A. R. H. Mitchell	*Travelling Auditor*	North Bay.
W. A. Graham	*Storekeeper*	do

Temiskaming and Northern Ontario Railway Commission.

General Remarks.

Accounts and statistics for the year 1908 herewith; they are in conformity with the rules and classifications as effective on railways under jurisdiction of the Interstate Commerce Commission—effective 1st July, 1907, and effective under the laws of the Dominion of Canada, 1st July, 1908.

The Commission have followed the above principle so as to permit of thorough comparison with all other railways coming under the general jurisdiction; though in order to make comparison with previous year accounts, it has been thought advisable to also compute the earnings and expenses as under the former methods of classification as well as under the present methods.

The following mileage was in operation at the close of the year, (the last 40 miles having been taken over on December 1st, 1908.)

	Miles.	Miles.
North Bay to Englehart, Division 1	138.9	
Englehart to Cochrane, Division 2	113.6	
Kerr Lake Branch	3.91	
Charlton Branch	7.8	
Haileybury Branch	1.64	
		265.85
In addition to above there are Main Lines and Private Sidings, as follows:—		
Division 1	43.27	
Division 2	25.3	68.30
Total mileage		334.15

Following is the condensed statement of Income Account for the year 1908. The sub-divisions of the condensed items given below are stated in detail in the financial part of this report.

Revenue from transportation	$883,209 00
Revenue from other than transportation	89,856 61
Total operating revenue	$973,065 61
Operating expenses	$688,397 43
Net operating revenue	$284,668 18
Ore Royalties	134,820 27
Total earnings	$419,488 45
Paid Treasurer of Ontario	350,000 00
Balance to profit and loss	$69,488 45

January 1st, 1908, W. A. Griffin, in charge of Traffic Accounts at North Bay, was appointed Traffic Accountant.

On November 1st, 1908, Commissioner Frederick Dane, in addition to his other duties, was appointed *pro tem* Land Commissioner.

Total amount of wages paid during year:—

Operating pay rolls	$588,050 81
Construction pay rolls	99,490 85
Total	$687,541 66

Following covers statement of Fire-Employers' Liability and Guarantee Insurance in force December 31st, 1908.

We are thankful to report that operations of year have continued without loss of a single passenger.

Insurance.

Following is a statement of Fire Employers' Liability and Guarantee Insurance in force December 31st, 1908.

Fire.

Group 1.—On buildings, including all office permanent fixtures as follows:—

Station Buildings	$61,400 00
Agents' Dwellings	8,000 00
Section Houses	49,500 00
Freight Sheds	28,500 00
Engine Houses	12,250 00
Store Houses	37,500 00
Track Scale	1,200 00
	$198,350 00

On contents of buildings excluding all office permanent fixtures, but including merchandise as defined under Group 8 hereof, movable and office furniture, telegraph instruments, and property of all kinds.

Station Buildings	$10,000 00
Freight Sheds	21,000 00
Store Houses	38,500 00
	$69,500 00

In car and locomotive, machine and boiler shops, painting and erecting shops, engine and boiler houses, and other buildings used for manufacturing.

Buildings, including permanent fixtures and fittings	$22,500 00
Stock manufactured, unmanufactured, and in process of manufacture, materials and supplies	19,000 00
Fixed and movable machinery and machines, engines boilers, dynamos, motors, patterns (limit on any one pattern or set of patterns, $250), tools, implements, utensils and all plant	14,200 00
	$55,700 00

On tanks, supports, pumps, engines, tools, implements and plant connected therewith, or pertaining thereto	$50,900 00	
On bridges, trestles and their approaches	118,632 00	
On decks and steel structures	14,649 00	
On coal trestles and chutes, piers, pockets, sheds and platforms used for the storing or handling of coal	27,500 00	
On platforms	668 00	
On decks	950 00	
On the coal	19,000 00	
		$232,299 00
On rolling stock covering all that owned by the assured in any engine or car house or repair shop, or otherwise upon the line of the road and its branches, spurs, sidings and yards with the following limits	$1,045,500 00	
On freight in transit including earned freight earnings	200,000 00	
On various buildings and contents distributed over the entire line where the individual liability does not exceed $250.00	12,500 00	
On miscellaneous specified insurance covering buildings and contents not coming under heading of any other group	7,800 00	
		$1,265,800 00

Total of entire schedule, $1,821,649.00.

The rate on all the above is 50 cents per $100.00 and is divided 25 per cent. with The Mercantile Fire Insurance Co., 35 per cent. with London and Lancashire Fire Insurance Co., 20 per cent. with General Fire Assurance Corporation, 15 per cent. with Norwich Union Fire Insurance Society, 5 per cent. with Richmond and Drummond Fire Insurance Co.

In addition to above, $4,742.50 is in force on dwellings, office building and contents situate in North Bay, upon which tariff rates prevail, $25,000.00 on ties between North Bay Jct. and Junction of Transcontinental Railway.

Employers' Liability.

On Commissioners and staff, Toronto office, officials at North Bay, including Accountant, Chief Despatcher, Purchasing Agent and their staffs, and the office staffs of the Superintendent, Chief Engineer, Freight and Passenger Agent and Master Mechanic	$38,000 00	
On Chief Engineer, Civil Engineers and their staffs on field work	25,000 00	
On all occupations in connection with operation of 252 miles of railway between North Bay and Cochrane, including enginemen, trainmen, shop employees, station agents, telegraph operators, section gangs, bridge gangs, linemen, inspectors, pumpmen, freight and passenger agent, storekeeper and staff and master mechanic	257,000 00	
		$320,000 00

Guarantee Insurance.

On officials and chief clerks	$57,000 00
On station agents	23,750 00
	$80,750 00

Report of D. E. Thomson, K.C., Counsel.

LaRose Mining Co. *vs.* T. & N. O. Railway and Right of Way Mining Co.

Action by Larose Mining Co. to establish title to the minerals and mining rights under the portion of the railway right of way of the Commission passing through Mining Location J. S. 14.

Mining Co. appealed to His Majesty's Privy Council from judgment of the Ontario Court of Appeal sustaining the Trial Judge's decision in Commissions' favour.

The case was argued before the Privy Council on the 7th and 8th December, 1908, when the appeal was dismissed.

T. & N. O. Railway and Right of Way Co. *vs.* Alpha Mining Co.

This is a cross-action against the Larose Mining Co. (the name of which has been changed to Alpha Mining Co.), in which judgment was recovered in December, 1907, for $163,852.50, the value of ore removed by the Mining Co. from the disputed portion of the right of way. The Mining Co. appealed to the Court of Appeal but on the case being called for argument agreed that the decision of the Privy Council in the other case would be accepted as conclusive in this case, whereupon the Court directed a stay until the Privy Council's decision should be given.

The Privy Council having decided the other case in the Commission's favour the judgment in this case can be enforced when the formal certificate of dismissal of the Privy Council appeal comes to hand.

Lumsden *vs.* T. & N. O. Railway and A. R. Macdonell.

The plaintiffs have accepted the decision of the Court of Appeal dismissing the action and have paid the costs.

Gillies *vs.* T. & N. O. Railway (No. 1.)
Gillies *vs.* T. & N. O. Railway (No. 2.)

The plaintiffs served notices of appeal to the Court of Appeal from the judgment of Mr. Justice Macmahon dismissing these actions but the appeals have not been prosecuted and are understood to have been abandoned.

A. R. Macdonell, 1st Construction Contract.

Contractor made a large claim for extras, and incidental matters arising out of this contract, and connected with the operation of the line before completion of construction, under the terms of agreements extending time for construction. The chief items of these claims related to alleged mistaken classification by the engineer. After protracted negotiations resulting in settlement of a considerable number of items, the Commission refused

to recognize the balance of the claims, whereupon application was made to the Attorney-General for a fiat.

The different items were fully discussed before the Attorney-General, in December, 1907, with the result that the application for fiat in respect of this contract has not since been pressed.

A. R. Macdonell, 2nd Construction Contract.

In this case also contractor made large claims for extras, and for alleged mistaken classification by the engineer; and has made many attempts to secure payment of amount of engineer's final certificate without prejudice to his claim for extras, etc. The Commission has steadily declined to entertain all such proposals contending that the provisions of the contract making engineer's certificates final were expressly introduced to exclude such claims. Cheque was issued on October 17th, 1908, in contractor's favour for $297,-565.02 to cover final estimate less certain items on operating account. This cheque has been retained but not yet cashed.

McRae, Chandler & McNeil Construction Contract.

Contractors had difficulty with their financing early in the course of the work, and finally made an arrangement with a private party for additional funds on the strength of an assignment of part of their anticipated profits. Before the end of the year 1907, the advances from this quarter were exhausted, and early in 1908, it became evident that the contractors were unable to continue the work, or to pay their current obligations, or to provide necessary additional plant and supplies.

Finally on the 9th February, 1908, with the contractors' consent the work was taken out of their hands by the Commission under the terms of the contract. It was found on investigation that there were at that time unpaid liabilities arising out of the contract amounting to about $34,507.98. Of these the Commission has since paid $26,524.79 under the terms of a provision in the construction contract authorizing payment of unpaid claims for wages, materials, etc., leaving balance of about $7,983.19 standing for adjustment.

In addition to paying liabilities as above the Commission was obliged immediately after taking over the work to expend a large sum for supplies and additional plant.

The work of construction was placed in the hands of Mr. T. S. Scott and was vigorously pushed until first December, when construction was closed and the line taken over by the Commission. There is still a considerable amount of plant and some supplies on hand to be disposed of before the accounts can be adjusted.

Mining Rights under Cobalt Streets.

Pursuant to the amendment of the Temiskaming Act authorizing the Commission to deal with mining rights under streets, negotiations have been concluded with the City of Cobalt Mining Co., for the addition to their lease of the right to mine under the streets and lanes adjoining the lots leased to them, but the new lease has not yet been consummated.

Further Mining Rights.

The Commission advertised for tenders for the mining rights on four additional parcels, namely:—

1. Cobalt Station grounds.

2. Westerly portion of lot 44, Cobalt.
3. Lot 338, Cobalt.
4. Lots 388 and 389, Cobalt.

The highest tenderers for the parcels 1 and 4 were Messrs. Dickson and Beament, of Ottawa, who paid a bonus of $25,100.00 in respect of parcel 1 and of $5,100.00 in respect of parcel 4 and to whom mining lease for 999 years subject to 25 per cent. royalty was accordingly granted. The highest tenderers for parcels 2 and 3 were Messrs. Manchee & Hayden, of Detroit, who paid a bonus of $4,925.00 in respect of parcel 2 and of $550.00 in respect of parcel 3 and who were granted 999 year lease subject to 25 per cent. royalty.

Report of G. A. McCarthy, Chief Engineer.

The weather conditions were very favourable for general construction. Along parts of the line extreme dry weather prevailed, but no forest fires of any extent were reported. A small fire among the Jack pine in the Nellie Lake region, doing, I believe, the only damage to timber.

Labourers were plentiful and more efficient than for three years past. Natives of Italy, Sweden, Finland, Poland and Bulgaria predominated; but Russians, Greeks and Turks were employed. Canadians and natives of the British Isles, as a rule, occupied clerical and lighter positions on construction work.

Office Building at North Bay.

This building was taken possession of by the operating department in March last. The ground and first floors are used as offices. Ample fireproof storage rooms are provided in the basement, and in the unfinished third floor space has been partitioned off for laboratory and blue-printing room.

Surveys.

Larder Lake Branch.—The question of a branch to connect the main line with the mining camp of Larder Lake was carefully investigated. Four routes were explored, and three of these found practicable:—

1. Englehart to Larder Lake the distance was found to be about 25 miles.
2. Krugerdorf to Larder Lake, 20 miles.
3. From mile 153.4 south of Boston Creek trestle to Larder Lake, 17½ miles.

Grades on all these could be kept within 1 per cent. compensated for curvature.

The proposal to use the wagon road between Dane station and Larder Lake as a railway grade was found impracticable on account of heavy gradients.

Elk Lake to Gow Ganda.—Exploratory survey was conducted between Elk Lake and Gow Ganda. The distance is about thirty miles, and grades not greater than 1 per cent. compensated can be obtained. A line can be located to come near the following Lakes: Silver, Jack Pine, Twin, Long Point, Eagle, Pike, Bloom, Wigwam, Lost, LeRoy, Miller and Gow Ganda.

Cobalt-Sudbury.—The survey of a preliminary line between these points was completed in April and the party disbanded.

Charlton Branch Extension.—An extension of the Charlton Branch southwesterly to Elk City has been located, and at present land lines are being picked up so that right of way may be secured. The distance is approximately twenty miles.

Haileybury Spur Extension.—The location of this spur was extended from Moore's Cove to Haileybury Wharf, and arrangements were made with McQuigge & Hunt who were building a line between the main line and Moore's Cove, to proceed with the grading.

An injunction secured by the citizens living along the lake shore north of the wharf, who objected to the spur running between their property and the waters of Lake Temiskaming, stopped all work for the season.

New Liskeard Spur.—This spur line was located between the station grounds at New Liskeard and the dock on Lake Temiskaming.

Over a portion of this distance a location was made upon streets which have not yet been opened.

Our inability to learn the intentions of the Dominion Government regarding the location and extent of docking facilities prevented construction of this spur being proceeded with.

A portion of the property required in connection with the construction and operation of this spur line has been secured, and early in the new year the citizens of New Liskeard are to vote upon a by-law giving running rights over the streets previously referred to.

Iroquois Falls.—A reconnaissance survey was made from the main line to the Abitibi River to determine the practibility of getting connection between the railway and the river in this locality.

Junction with National Transcontinental Railway.—In March extensive surveys were made between the railway and the Abitibi River to ascertain beyond question the best location for the proposed junction with the National Transcontinental Railway. The result of such investigation was to prove absolutely that the townsite of Cochrane was the only available point along the line of the Transcontinental Railway between Frederick House and Abitibi Rivers, at which a junction might be effected, and proper ground for terminals purposes secured.

Boundary Posts.—At Cobalt permanent steel posts have been planted defining the northern boundary of station grounds.

Along the centre of the main line through the station grounds at this point steel posts have been placed at distances of about fifty feet. Arrangements are now being made to have the land surveyor of the Commission, together with similar officers appointed by the Cobalt Lake Mining Co., and the Station Grounds Mining Co., make careful measurements from these posts to the shore of Cobalt Lake; so that in the event of any filling being placed in the lake its original shore line, being the boundary between station grounds and the property of the Cobalt Lake Mining Co. may be readily determined.

When original surveys for the right-of-way and station grounds were made, no posts were planted defining the boundaries. During the past year extra land owned by the Commission at the following points has been properly defined by surveyor's posts, and the points made permanent by setting in the ground monuments of short steel rails. These were set by the roadway department.

Boundaries defined at:—

North Bay Junction.	Mile 115½.
Woodland.	Uno Park.

Widdifield.	Thornloe.
Ballast Pit, mile 16½.	Earlton.
Mulock.	Extra land between mile 131 and 132
Latchford.	Extra right of way south of Heaslip.
North Cobalt.	Heaslip.
Haileybury.	Englehart.
New Liskeard.	Sisekinika.

Sidings.—Surveys were made for, and sidings located at the following points:—

Location.	Length.	Purpose.
North Bay	450 feet	Stores building.
Milne's Mills	1,084 "	Lumber.
Tomiko	720 "	Sawmill.
"	1,564 "	Mill yard.
Diver	1,220 "	T. & N. O. Railway.
Cobalt	200 "	LaRose Mining Co.
"	340 "	Freight shed.
"	2,900 "	O'Brien Mine.
Kerr Lake Branch	680 "	Cobalt Concentrators.
" "	300 "	Cobalt Central.
" "	250 "	Reamsbottom & Edwards.
" "	200 "	Foster Mining Co.
Haileybury	1,135 "	Freight shed.
Mile 111	370 "	Lumber.
Mile 121	970 "	Pulp.
Mile 122	866 "	"
"	803 "	"
Thornloe	850 "	General purposes.
Mile 127⅛	125 "	Sawmill
Earlton	770 "	General purposes.
Mile 131	260 "	Pulp.
Mile 133	300 "	"
Charlton Branch	1,000 "	General purposes.
Matheson	4,000 "	Connection to Black River.
Cochrane	2,000 "	National Transcontinental Railway.
	28,357 feet=4 miles 2,237 feet=4.43 miles.	

Townsites.

Matheson.—A portion of the townsite at this point was subdivided, and plans were filed. Certain streets were cleared and graded, and auction sale of lots held on March 26th.

The old Town of McDougall's Chute was located along the shore of the Black River. On the night of October 22nd an extensive fire destroyed many of the old houses. Many buildings have recently been erected near the station on the high level land.

Cochrane.—Situated at Junction of the Temiskaming and Northern Ontario Railway with the National Transcontinental Railway. Typographic surveys were made and contour plan prepared of whole townsite. The portion most desirable for townsite purposes was subdivided and the principal streets cleared, ditched and graded. An auction sale of lots was held on November 26th.

This townsite is splendidly situated on a rolling ridge covered with spruce, birch, poplar, etc., three deep lakes of clear water are situated within the townsite. By a little care on the part of the townspeople an ample supply of pure water, for domestic purposes, is assured.

Terminals (North Bay Junction.)

Engine House and Machine Shops.—The Forest City Paving Co. completed their contracts for these buildings early in the year, and the necessary electric wiring, pipe fittings, flooring, etc., has been completed by our own forces.

Blacksmith Shop.—Clark & Monds, of Toronto, contractors, completed their work in the month of June.

Stores, Buildings.—The O'Boyle Bros. Construction Company of Sault Ste. Marie completed their work. Heating system and interior fittings were put in place by our own men.

In this building the Bowser system of oil storage has been installed.

Under contract there was erected this year a pipe and castings shed in connection with the stores building.

Car Repairers' Shelter.—Near the coach tracks a car repairers' shelter was erected. R. R. Woods, of Latchford, was contractor for these two buildings.

Summary, North Bay Junction Terminals.

The Commission now has at this terminal, properly equipped and in regular operation, the following:—

Building.	Size.	Class of Construction.
General office	40 by 80	Stone and Concrete, fireproof.
Engine house	15 stalls 88 feet deep.	" "
Machine shop	52 by 126	" "
Boiler room	25 by 52	" "
Blacksmith shop	30 by 60	" "
General stores	30 by 105	" "
Car shops	53 by 150	Frame.
Carpenter shop	45 by 75	"
Terminal office	30 by 60	"
Car repairers' shelter	20 by 40	"
Pipe and castings shed	30 by 60	" iron covering.

Terminals (Englehart).

Engine House and Machine Shop.—The Forest City Paving Co. completed their contract for these buildings, and the mechanical department placed the electric wiring, water piping, etc.

Bunk Room.—Under contract with the O'Boyle Bros. Construction Co. a brick building with concrete floors and iron stair was erected for the use of the locomotive foreman as an office and petty stores, with the second floor fittted up as a sleeping apartments and bathrooms for the enginemen.

A fire proof oil storage room is also provided.

Ice House.—R. R. Woods, of Latchford, built under contract an ice house north of the station and west of the track of the former site of the freight shed; the freight shed being moved to a site more easily accessible to the townspeople, south of the station.

Water Supply.—Over well No. 1, just south of station, Goold, Shapley & Muir, of Brantford, erected a galvanized steel tower, surmounted by a fifteen thousand gallon wooden tank. The tank is sufficiently high to afford fire protection to the station.

This will be equipped with a proper deep well working head, operated by an electric motor, and the water used as a domestic supply for station and train service.

Well No. 2, opposite the engine house is to be equipped with deep well working head, operated by electric motor, and the water pumped into forty thousand gallon tank already erected.

All equipment for these wells is ordered, and it is expected to have them in operation very shortly.

Midway between wells Nos. 1 and 2 a third well was driven with very satisfactory results. Rock was first encountered 220 feet below the surface and a flow of good water struck in quartz 340 feet from the top. This well will, for the present, be kept in reserve.

After the proposed deep well supplies are in operation the temporary pumping plant on the bank of the Blanche River will be removed and either used for other purposes or disposed of. The four-inch pipe line leading from this temporary plant to the tank will also be taken up.

Summary, Englehart Terminals.

The following constitute the terminal buildings:—

Building.	Size.	Class of Construction.
Machine shop	50 by 63	Concrete, fireproof.
Boiler house	25 by 52	" "
Engine house	8 stalls 88 feet deep.	" "
Oil room	16 by 28	" "
Bunk room	28 by 50	Brick semi-fireproof.
Ice house	28 by 49	Frame.

Terminals (Cochrane).

The contract of clearing the terminal yards at this point has recently been let to Retty Brothers, of Matheson. All pulpwood, cordwood, telegraph poles, and other merchantable materials that may be found upon the area to be cleared will be saved and disposed of.

A wye to turn trains was built here by the contractors, and the completion of the grading through the yards, and track laying is being undertaken by the Commission.

Under contract with the O'Boyle Bros. Construction Co. a standard enclosed forty thousand gallon tank is being erected.

J. K. McConnell, of Sturgeon Falls is building under contract a section house of standard design.

Early in the new year contracts will be let for the necessary terminal buildings, and it is expected that all will be in working order for next winter.

Station and Station Grounds.

Tomiko.—A station 20 feet by 60 feet with wooden platform was built under contract by J. K. McConnell, of Sturgeon Falls.

Cobalt.—Under contract R. R. Woods, of Latchford, extended freight shed 40 feet in length and built at the south end of station, baggage and express rooms, each 17 x 22 feet. Freight office accommodation was increased 14 feet by 25 feet.

The old station was painted one coat so that the whole would present uniform appearance.

On the Kerr Lake branch a frame engine house 20 feet by 80 feet was built under contract by R. R. Woods.

Traffic facilities at this point are still inadequate. Plans and specifications are being prepared for the removal of a portion of the rocky cliff west of the main line, near the south end of station ground. Considerable portion of this cliff may be removed without interfering with the roadway in front of the lots facing the station ground property.

Negotiations are in progress between the Commission and the Cobalt Lake Mining Co., being in view an exchange of property enabling the railway to move tracks eastward, relieving the congestion in the neighbourhood of the station, and allowing the Cobalt Lake Co. the privilege of providing an air shaft from their mine up through the station ground property near the lake shore.

Haileybury.—Seven lots west of the main line were secured, and on this property there was erected a freight shed 30 feet by 150 feet. Office for freight agent is included in building. H. C. Dunbar, Haileybury, contractor.

The building formerly used as a freight shed is now utilized as a baggage room.

Thornloe.—L. C. Wideman, contractor, Englehart, built a 20 foot by 30 foot addition to be used as a waiting room, to the flag station.

Dane.—A station similar to those at Tomiko, Diver, and Redwater, size, 20 feet by 60 feet, was built by J. K. McConnell, of Sturgeon Falls.

To meet the wishes of the majority of our patrons in this neighbourhood, the new building was located southward of the old station one-half mile. The greater part of the traffic to Larder Lake goes from Dane.

Tanks.

Under contract the O'Boyle Bros. Constsuction Co. erected tank at mile 230 near Nellie Lake.

The tank at Cochrane, for which these parties have also contract, is under construction. It will be ready for operation early in January.

Section Houses.

There was carried over from last year's contract with the O'Boyle Bros. Construction Co. the building of two section houses. These have been built at Matheson and Monteith.

Under contract entered into this season, J. K. McConnell, of Sturgeon Falls, built section houses at the following points:—

Iroquois.
Nellie Lake.
Holland.
Wicklow.
Cochrane.

The last named is not yet completed.

Painting.

Under contract with the O'Boyle Bros. Construction Co., the following buildings were painted one coat:—

Trout Mills.—Station.
Widdifield.—Station, water tank, section house.
Mulock.—Section house.
Moose Lake.—Water tank, section house.
Riddle.—Section house.
Otter.—Section house.
Bushnell.—Section house.
Redwater.—Two section houses, water tank.
Doherty.—Section house.
Temagami.—Restaurant, water tank, freight shed, section house.
Rib Lake.—Section house.
Johnson.—Section house.
Latchford.—Station, freight shed, water tank, section house.
Cobalt.—Section house.
Haileybury.—Station, freight shed.
New Liskeard.—Station, freight shed.

Ties and Track Material.

Ties.—John Cahill, contractor, Bonfield, has completed delivery of ties on both contracts.

At Nellie Lake the soil is sandy and the growth principally jack pine. It was here necessary to maintain a constant watch and to employ fire rangers to protect the ties. In this locality 150,000 were piled. To guard against spread of fire, from clearing operations or from other causes, the right of way was cleared for an extra width of 100 feet. Several fires occurred, caused principally by labourers walking out of the country and leaving small camp fires burning. No ties were, however, destroyed. Some of the standing tie timber adjoining the right of way was somewhat damaged.

Rails.—To provide rails for the terminal yards at Cochrane a contract was entered into with the Algoma Steel Co., of Sault Ste. Marie, for the delivery of 650 tons of 80 pound open hearth steel rails, low in phosphorous. These were delivered in October.

Main Line Construction, A. R. Macdonell, Contractor.

The work of filling trestles from mile 200 northward was continued during the winter of 1907 from the Wataybeag Pit.

Until March 23rd the contractor operated the line north of Englehart. On that date the contract was taken off the contractor's hands as completed, and the first train operated by the Commission went over the height of land.

During the past summer many settlements occurred in the fills made during the fall and winter of 1907. These were brought up to grade by the Commission. For this purpose steam shovel outfits were placed in the pit at Dane, and in the southern Wataybeag pit.

The Canada Foundry Co. let us cross the Wataybeag bridge on April 20th, after being at the bridge site almost four months.

By arrangement with McRae, Chandler & McNeil track laying between the Wataybeag bridge, mile 208, and the southern end of their contract, 212.4 was done on force account basis. The ballasting over this portion was done by these contractors at the price per cubic yard for which they tendered to do ballasting on their own contract.

The concrete culverts required under trestles at miles 210 and 212 were built under contract by Fraser & Clemens, of New Hamburg, Ont.

Arrangements were made with McRae, Chandler & McNeil to do the filling necessary at the trestle, mile 210. This was done partly at the price per cubic yard at which they tendered for similar work on their own contract, and partly on a force account basis.

The fill had been almost completed and the track lifted off the stringers, when on the night of December 10th the clay side hill under fill moved westward and the fill on the south side of the culvert went vertically down 12 feet for a length of 160 feet. The track was blocked up to carry trains and the fill is being completed by the Commission.

The culvert was uninjured by the slide.

Northern Extension, McRae, Chandler & McNeil, Contractors.

The condition of this contract at the beginning of the year was such that it was necessary for the Commission to take some action to ensure the delivery of sufficient supplies, while the snow was upon the ground, to carry on grading operations until the track was laid.

As provided by the contract, notice was given the contractors in January to increase the force of men and the quantity of plant.

Negotiations between the Commission and the contractors resulted in the Commission taking over the contract and appointing, on the contractors' behalf, T. S. Scott, superintendent of construction, to carry on the works. A member of the firm was associated with the superintendent of construction in a consulting capacity. Headquarters, Driftwood City, mile 218.

From Feb. 9th the work of grading was vigorously prosecuted, and during February and March groceries and provisions were rushed forward over the snow roads.

Tracklaying was started on May 15th, and the Driftwood River was reached about June 1st.

The Canada Foundry Co. began the erection of the steel work on the bridge on June 4th and on July 3rd had track in place to allow trains to cross.

To prevent any possibility of delay in the erection of this structure it was found necessary for the Commission to have the false work, required for the erection of the centre 165-ft. span, built while the ice was on the river. If this had not been done there would have been, as at the Wataybeag, many weeks' unnecessary delay.

From July 3rd track laying continued northward with no serious delays. On Nov. 26th the "Y" at Cochrane was so far completed that engines could be turned.

Ballasting followed closely behind track laying. The portion south of Nellie Lake was ballasted from the Wataybeag pit, and northward from Nellie Lake, from sand cuts in the Nellie Lake country. One lift only has been given, but the track is serviceable for moderate speeds. Next season ballast pits will be opened at Monteith and Nellie Lake. It is expected a good quality of gravel will be secured for the second and final lift.

On Nov. 30th the work was taken over from the contractors, and will be completed by the Commission next season.

The country traversed by the northern extension covered by this contract consists of clay ridges separated by muskegs. Some of these are very wet but the depth to clay was not great. Offtake ditches were dug wherever possible and the level of the ground water lowered. In only two places was

it found necessary to reinforce the bank by cross-logging. This was not spaced closely, but about six cross logs were put under each rail length. In all, three-quarters of a mile of bank was thus treated.

While ballasting, two engines became derailed by rails, which rails had not been spiked, sliding sideways upon the ties. In neither case did the engines settle appreciably into the muskeg. Next spring, while operating, when frost is coming out, great care will be required. By ballasting the weak places as they develop, the track may be kept open, and after being completely drained and ballasted, will meet every requirement.

Construction of Branches.

Kerr Lake Branch, McQuigge & Hunt, Contractors.—The grading was so far completed by the contractors that tracklaying was started by the Commission at the beginnning of the year. Many delays were occasioned by the contractors not having the grading and timber work completed. The Provincial Mine was reached the latter part of February. At this point a siding was at once put in to permit the shipment of silver ore, which had been bagged, ready, for some time.

The trestle at station 175, about half a mile from Kerr Lake terminus, was reached by the middle of March. While timber was being supplied and trestle erected by contractors a delay to track laying of almost three months occurred. During this delay to track laying, ballasting and filling was being done by the Commission.

The bay of Giroux Lake was crossed by a low, narrow rock fill. The bank was made of proper width and grade by the Commission with sand filling. On June 12th a slide of this light material occurred, carrying the track down 12 feet. The original rock dump remained in place and the fill was again brought up to grade with sand.

Ballasting was completed about the middle of July.

An attempt was made to accommodate the mine owners served by this branch by shunting cars of coal, etc., to the mines before track was ballasted. Cars continually got off track, owing to rough grade, so it was reluctantly decided to accept no more freight until track was ballasted.

Many of the mines are now served by provided sidings off the branch, and at Kerr Lake, sidings have been built by the Commission for general delivery of freight.

Charlton Branch, Canadian Construction Co., Contractors.—Early in the year steel was laid by the Commission from Englehart westward, a distance of about two miles. It was not until May that contractors had the rock work in condition to allow of track laying being resumed. Track was laid into Charlton in June and the work of ballasting, filling trestles and bringing up to grade the many sags vigorously carried forward by the Commission.

While this work was going on freight in car loads was placed into Charlton by the construction trains, and every effort made to serve the people.

A regular train service, twice per week, was established October 24th. This was made daily on Nov. 19th.

Sidings to accommodate traffic have been built at Charlton, and about midway between Charlton and junction with main line.

Haileybury Spur. McQuigge & Hunt, Contractors.— Work on the construction of this spur from the main line, about mile 110 to Moore's Cove, on Lake Temiskaming, was started as soon as the frost was out of the ground. Grading was completed in August.

Track laying and ballasting has been done by the Commission.

An attempt was made to continue this spur southward to Haileybury Wharf, but as explained under "Surveys" injunction proceedings stopped all work.

Bridges.

Under Crossing, Mile 3.—An under crossing for foot passengers was constructed. This will be used principally by school children going to and fro between their homes, and the Trout Lake road, and the schoolhouse situated west of the track.

This crossing is of peculiar historic interest. It is built on the old portage between Trout Lake and Lake Nipissing, used by the Indians before the coming of the French. It was first used by white men in the summer of 1615, when parties, under Le Caron and Champlain ascended the Ottawa waters, crossed into Lake Nipissing, went down the French River in Georgian Bay and discovered Lake Huron.

Culvert, Mile 18.—On the through siding at Mulock an open pile culvert, with permanent concrete top, was built by our own bridge gang. Clear span, 12 feet.

Culvert, Mile 64½.—Under contract, Fraser & Clemens, of New Hamburg, Ont., built a 5-ft. reinforced concrete arch culvert. The temporary trestle will be filled next season.

Pingue Lake, Mile 70¼.—Four spans, trestle bridge; 1,200 lin. feet additional piling driven to put in satisfactory condition.

Cobalt Overhead Bridge, Mile 103¼.—To overcome a very dangerous level road crossing, a wooden overhead bridge was built under contract by the O'Boyle Bros. Construction Company. This structure is 330 feet long, with a clear height above the rail of 28 ft.

By agreement between the Commission, the township of Coleman and the town of Cobalt, the cost of this bridge is divided. That portion east of our right of way boundary being paid for by the township of Coleman, and that portion west of our right of way boundary being paid for by the town of Cobalt.

South Wabis, Mile 115½.—The Canada Foundry Co. have completed the erection of the steel work at this trestle. Painting has not yet been finished, so contract stands over for completion until next season.

Centre span deck plate girder	.....	89 ft. 6 in.
South from centre, one span deck plate girder	.....	35 ft. 3 in.
" " " " "	.....	55 ft. 3 in.
North from centre " " " " "	.....	35 ft. 3 in.
" " " " "	.....	55 ft. 3 in.
Total	.....	270 ft. 6 in.

The wagon road between Uno Park and New Liskeard goes under this trestle. It was necessary to do considerable work to make a good approach to and from our property.

To hold the banks in equilibrium the river bottom was loaded with four feet of rip rap. All surface material was removed from the river banks between the water's edge and the top of the pedestals supporting the towers carrying the ends of the centre span. The dressed bank was then protected by a coating of rip rap.

Culvert, Mile 118½.—The pile and bent bridge built in 1906 to carry traffic, when culvert was broken by sliding clay banks, was replaced by a 10-ft. reinforced concrete arch culvert. Contract with Fraser & Clemens, New Hamburg.

The piling required in the foundation to replace piles rendered useless by the clay slide in 1906 were driven by our own bridge gang with a track pile driver.

The trestle filling was done by the Commission, and the culvert is satisfactorily performing its functions.

First Crossing, Blanche River, Englehart.—Under contract, Fraser & Clemens of New Hamburg, Ont., built small concrete abutments at south and north ends of this bridge.

Under arrangements with the Canada Foundry Co, there was placed at the south end one plate girder span of 60-ft., and at the north end one plate girder span of 95-ft. These girders were built and delivered under contract with the Hamilton Bridge Co.

This bridge is now permanent from end to end.

The bottom of the columns in the towers were thoroughly cleaned and filled with concrete. The bank near the pedestals was dressed off to prevent clay running upon the column footings. On the side hill on either side of the river. 1,000 lin. feet of drain pipe were laid.

Blanche River, on Charlton Branch, near Charlton.—The abutments for this bridge were built by the Canadian Construction Co., under their contract for the Charlton Branch.

There was built and delivered by the Hamilton Bridge Co., one 75-ft skew deck plate girder. By arrangement with the Canada Foundry Co. this girder was erected.

Second Crossing, Blanche River, Krugersdorf.—Fraser & Clemens built under contract the concrete abutments at the south end of this structure. The Candada Foundry Co. erected the 55-ft. deck plate girder, which was supplied under contract by the Hamilton Bridge Co.

This plate girder span was rendered necessary by the original abutment moving riverwards under weight of gravel filling behind it, obliging us to unload it and temporarily carry the trains by timber trestle. This trestle has been removed, and the structure is now permanent throughout.

Boston Creek, Mile 154.—With the regular bridge gang two temporary bents in this permanent timber trestle were replaced by a 30-ft. deck plate girder.

Wild Goose Bridge, Mile 196½.—One pile bent, driven south end of bridge to obtain better bearing for end stringers.

Culvert, Mile 199½.—The damage done to east end of this 13-ft. reinforced concrete arch culvert, by sliding bank, was repaired under arrangement by the O'Boyle Bros. Construction Co.

Matheson, Mile 205.—A temporary cinder pit, consisting of two pile bents, carrying 1 beam, stringers and cross beams, was built by our own bridge gang. Steel supplied by the Hamilton Bridge Works Co.

Wataybeag River, Mile 208.—The Canada Foundry Co. have completed (with the exception of painting) their contract for the steel trestle. Trains were first allowed to cross on April 20th.

Centre span deck plate girder	.....	99 ft. 6 in.
South from centre, one span deck plate girder	.....	35 ft. 3 in.
" " " " "	.....	55 ft. 0 in.
" " " " "	.....	35 ft. 0 in.
" " " " "	.....	55 ft. 3 in.
North from centre " " " " "	.....	35 ft. 3 in.
" " " " "	.....	55 ft. 0 in.
" " " " "	.....	55 ft. 3 in.
Total	.....	425 ft. 6 in.

Culverts, Miles 210 and 212.—Under contract, Fraser & Clemens constructed at each of these points 10-ft. reinforced concrete arch culverts. The piles in foundations were driven and temporary trestle erected by A. R. Macdonell under his second construction contract.

A portion of the filling over culvert, mile 210 was done under arrangement with McRae, Chander & McNeil. The completion of the filling is being done by the Commission.

At culvert, mile 212, filling stands over until next year.

Driftwood River, Monteith.—The Canada Foundry Co. have completed their contract for this structure. Trains were first allowed to cross July 3rd.

Centre span, rivetted truss	.....	164 ft. 6 in.
South from centre, one span deck plate girder	.....	55 ft. 0 in.
" " " " "	.....	35 ft. 0 in.
" " " " "	.....	55 ft. 3 in.
North from centre " " " " "	.....	55 ft. 0 in.
" " " " "	.....	35 ft. 0 in.
" " " " "	.....	55 ft. 0 in.
" " " " "	.....	35 ft. 3 in.
Total	.....	490 ft. 0 in.

Ends of structure carried on concrete abutments, all intermediate girders being supported by steel towers on concrete pedestals.

Permanent Beam Culverts.

Concrete Ballasted Decks.—At the following points timber decks on open culverts were replaced by reinforced concrete ballasted decks:

Mileage.	Clear opening.	Length of Iron Deck.
141¼	14 feet.	16 feet.
142 9/10	14 "	16 "
169½	14 "	16 "
169¾	14 "	16 "
170¾	14 "	16 "
174½	14 "	15 "
179¾	14 "	16 "
181¾	14 "	16 "
191 1/10		

Work Performed by Bridge Gang.—In addition to work outlined above as being performed by our regular bridge gang, constant repairs were required on the different timber trestles along the line. These repairs consisted generally, of increased bracing and blocking to hold decks in proper line and grade.

While making trips of inspection, accompanied by Mr. Cecil B. Smith, consulting engineer, all structures were carefully examined. The work done during the past season has been executed in a most satisfactory manner.

Report of J. H. Black, Superintendent.

Herewith Reports, year 1908, of motive power and car department, Arthur Allan, master mechanic, maintenance of way and road department; Wm. Young, general roadmaster, and bridge and building department; J. J. O'Neil, master of bridges and buildings. The year 1908 was an exceedingly good on in which to do outside work.

You will note our motive power and rolling stock has been kept in good condition during the year; that Charlton and Kerr Lake branches have been completed, and newly constructed line, Englehart to Matheson, brought up to standard adopted by Commission, and, structures and buildings have been kept in good condition. Several new sheds constructed to accommodate the public and to properly house and care for our materials.

During the year two telegraph wires have been strung, Englehart to Cochrane, two, Englehart to Charlton, and two, New Liskeard to Temagami, continuing the latter, Temagami to North Bay.

During the year we have despatched the following:—

——	Northbound.	Southbound.	
Passenger Trains	1,071	1,070	
Freight Trains	903	907	
Mixed Trains	4	4	
Non Revenue Trains	104	138	
Work Trains	.....	.....	690
	2,082	2,119	690
Loaded Cars	14,913	17,033	
Empty Cars	10,430	8,989	
	25,343	26,022	

No serious accident occurred during year. Herewith list of all accidents.

A Judd, unloading ties, North Bay Junction, January 11th, foot caught between two tis, jamming and breaking one toe.

Train No. 12, January 29th. Six cars, baggage car 17 and van 58 derailed, mileage 50. Auxiliary necessary to clear track.

Extra 115, February 2nd, snowplow struck man walking, named McKain, at Cobalt, not injured.

February 6th, snowplow No. 1 derailed, M.P. 26, caused by point of plow catching end of guard rail. F. Veto, employee, hip bruised. Plow burned.

February 7th. While crane was replacing car M.P. 50, derailed January 29th, car fell out of hooks, falling on W. Bird, employee, injuring quite seriously. Snow broke the fall considerably.

Extra 110, February 18th, engine running tender first, M.P. 95¼, struck A. Butler, employee, Gillies Bros., who was lying on track under influence of liquor, killing him.

Engine 109, of passenger extra, March 2nd struck A. R. Macdonell's engine 19, mileage 123½, derailing tender.

Extra 105, May 2nd, G. T. 12311, while being shoved over trestle, Kerr Lake branch, mounted rail and fell from bridge.

Train No. 3, May 19th, struck Patrick Kelly, Haileybury station, lightly injured.

May 22nd, A. Caminer, thumb jammed while unloading rails on steel iding, Englehart.

Extra 116, May 25th, M.P. 25½, struck Jas. Bernard walking, killing im instantly.

May 29th, Wm. Irvine injured by jumping off tender of engine, north nd New Liskeard yard.

June 6th, B. Turscko, employee, slightly bruised by hand car jumping rack, mileage 91¾.

Train No. 2, June 8th, Cobalt, runaway horses collided with train, light damage to coach, none to horses.

Train No. 2, June 11th, struck and killed unknown man walking at nileage 119½.

June 15th, slide of track, Giroux Lake, Kerr Lake branch, causing five T. & N. O. cars to go down.

Train No. 11, June 17th, six cars derailed at four poles north of mile- ge 48.

June 12th, engine 110, jumped track five and a half miles from Engle- art on Charlton branch.

June 19th, engine 121, derailed 1¾ miles from Englehart on Charlton branch.

Train No. 11, June 21st, while going around curve, mileage 109, P.R.R. 210437, jumped track, damaging track considerably.

Train No. 47, January 23rd, unknown man found dead, M.P. 87, evi- dently killed by circus train previous night.

Train No. 12, June 24th, G. T. 46160, derailed, mileage 10½, blocking main line five hours.

Train No. 11, July 3rd, mileage 59¾, leading trucks P. & L. E. 704358 derailed, damaging track considerably, blocking main line eight hours.

Train No. 12, July 9th, C. P. 47500, derailed, M.P. 122, account broken flange on wheel of car, main line cleared after 24 hours

Train No. 11, July 15th, when lifting boarding car at Doherty, Brake- man Kelly had two toes, right foot, crushed, wheel of car passing over same.

Extra 125, July 18th, mileage 34¾, derailed two cars, blocking main line 7 hours.

Extra 126, July 25th, struck and killed Wm. Lefebvre, Matheson, who was walking along track.

Aug. 6th, F. Contri, employee, while tightening bolts in yard at North Bay Junction, wrench slipped and striking eye, cut and blackened slightly.

Aug. 21st, G. Riostona, fell off hand car, mileage 1, slightly bruised.

Aug. 31st, Krugerdorf Pit, piece of clay gave way from top of bank, rolling down, struck H. Hughes, employee, resulting in severe sprain.

Train No. 46, September 13th, struck Chris. Mann, Haileybury station, while pulling out. Uninjured.

September 30th, Round Lake Pit, M. P. 156½, F. Marion, employee, had fingers pinched between rails while loading lorry.

October 3rd, Round Lake Pit, M.P. 156½, P. Marion right leg injured by rail slipping off skids, resulting in compound fracture.

October 6th, Extra 108, Conductor Baisley struck on head by balance weight of snow plow, Charlton branch, resumed work in two weeks.

Train No. 47, October 12th, struck T. Nixon at Latchford, slightly injured, was walking along side of track.

Train No. 11, October 31st, C. P. 41440, derailed, M.P. 48½, account broken flange on wheel, main line blocked eight hours.

Extra 150, November 9th, when switching, Kerr Lake Junction, L. S. & M. S. 538209, and B. & L. E. 13496, left track at switch.

Train No. 14, November 28th, when going into siding, mileage 81½, T. & N. O. 80046, had leading trucks derailed, Brakeman T. White and J. Quesnel, who were on top of car jumped, were unhurt, with exception of few scratches.

Extra 105, December 9th, Matheson, W. Stewart, brakeman, while attempting to cut hose, was struck and instantly killed.

Train No. 47, December 7th, Latchford, Jas Kingston fell off platform at station, train standing still, head slightly cut.

December 9th, while Car Inspector R. Forster was watering train No. 46, C. P. R. yard, North Bay, yard engine coupled on to train as he was jumping from end of one car to another causing him to slip on roof; foot came down on top of diaghram plates, crushing and bruising, no bones broken.

Train No. 12, December 15th, G. T. 10527, derailed, mileage 42½, delayed train 7 hours.

Report of Road Department.

(*Wm. Young, General Roadmaster.*)

Distribution of Labour.

Maintenance of Way and Structures, Kerr Lake Branch.	
Superintendence	$3 31
Roadway and track	52 50
Removal of snow and ice	57 78
	$113 56
Maintenance of Way and Structures. First Division	
Superintendence	$754 55
Ballast	81 85
Ties	667 88
Rails	726 68
Other track material	24 27
Roadway and track	54,399 31
Roadway and track, Northland Mining Co.'s spur, M.P. 81½	184 15
Removal of snow and ice	10,003 19
Bridges, trestles and culverts	3,308 07
Grade crossings, fences, cattle guards and signs	337 24
Signals and interlocking plants	67 84
Telegraph and telephone lines	54 06
Buildings, fixtures and grounds	52 08
Roadway tools and supplies	685 62
Work equipment—repairs	75 68
Other expenses	165 17
	$71,587 66

Maintenance of Way and Structures, Charlton Branch.

Superintendence	$3 46
Roadway and track	77 71
Removal of snow and ice	77 55
	$158 72

Maintenance of Way and Structures. Second Division.

Superintendence	$307 95
Ballast	2 40
Ties	38 86
Rails	14 23
Roadway and track	19,501 98
Removal of snow and ice	1,693 46
Bridges, trestles and culverts	297 66
Grade crossings, fences, cattle guards and signs	2 05
Signals and interlocking plants	3 57
Telegraph and telephone lines	4 39
Buildings, fixtures and grounds	31 10
Roadway tools and supplies	79 84
Work equipment—repairs	5 36
Other expenses	128 53
	$22,111 38

Maintenance of Equipment. First Division.

Steam locomotives, repairs	$9 69
Freight train cars, repairs	80 91
Power plant equipment	67 46
Other expenses	25 44
	$183 50

Maintenance of Equipment. Second Division.

Freight train cars, repairs	$24 40

Transportation Expenses. First Division.

Station employees	$409 65
Coal and ore docks	5 60
Station supplies and expenses	86 39
Yard switch and signal tenders	1,427 12
Engine-house expenses, yard	31 98
Fuel for yard locomotives	363 50
Engine-house expenses, road	70 46
Fuel for road locomotives	5,430 91
Water for road locomotives	227 20
Operating power plants	3 60
Train supplies and expenses	146 30
Clearing wrecks	2,187 66
Telegraph and telephone, operation	3 08
Other expenses	7 16
Damage to stock on right of way	22 32
	$10,422 93

Transportation Expenses. Second Division.	
Station employee	$52 64
Station supplies and expenses	37 29
Yard switch and signal tenders	352 30
Engine-house expenses, road	140 40
Fuel for road locomotives	241 85
Water for road locomotives	149 32
Train supplies and expenses	29 55
Clearing wrecks	30 47
Other expenses	3 79
Damage to stock on right of way	1 73
	$1,039 34
General Expenses.	
General office supplies and expenses	$17 22
Expenses Stores Department, (account M. 52)	$2,347 68
Construction Charges. First Division.	
Engineering, North Bay Junction terminals	$1 43
Engineering, North Bay Junction yard extension	1 43
Grading for North Bay Junction yard extension	2,238 42
Ties for North Bay Junction yard extension	218 23
Rails for North Bay Junction yard extension	76 63
Switch material for North Bay Junction yard extension	261 02
Tracklaying and surfacing North Bay Junction yard extension	6,088 85
Ballast for North Bay Junction yard extension	819 82
Grading for car repair track, North Bay Junction	612 58
Rails for car repair track, North Bay Junction	5 21
Switch material for car repair track, North Bay Junction	15 53
Tracklaying and surfacing for car repair track, North Bay Junction	383 73
Ballast for car repair track, North Bay Junction	421 12
Grading for car repair lorry track, North Bay Junction	533 70
Tracklaying and surfacing for car repair lorry track, North Bay Junction	48 58
Grading for General Store siding, North Bay Junction	734 02
Rails for general store siding, North Bay Junction	8 89
Tracklaying and surfacing for general store siding, North Bay Junction	188 52
Ballast for general store siding, North Bay Junction	83 62
Rails for extension Montreal Red. and Smeltg. Co.'s siding, Trout Lake	2 47
Rails for Milne & Sons' siding, Trout Mills	8 74
Tracklaying and surfacing, Milne & Sons' siding, Trout Mills	31 01
Tracklaying and surfacing, DeLaPlante Lbr. Co.'s siding M. P. 19 1-8	26 50
Tracklaying and surfacing, DeLaPlante Lbr. Co.'s siding, M. P. 26	45 51
Rails for Milne & Sons' siding, M. P. 26	24 70
Switch material for siding M. P 26	6 27
Grading for Tomiko Lbr. Co.'s siding, M.P. 26½	81 37

Construction Charges. First Division.—Continued.

Switch material for Tomiko Lbr. Co.'s siding, M.P. 26½	30 90
Tarcklaying and surfacing, Tomiko Lbr. Co.'s siding, M.P. 26½	495 70
Ballast for Tomiko Lbr. Co.'s siding, M.P. 26½	59 48
Road crossing on Tomiko Lbr. Co.'s siding, M.P. 26½	1 19
Grading (crosslaying) for new through siding, Diver	244 12
Rails for new through siding, Diver	61 80
Switch material for new through siding, Diver	4 20
Ties and rails for extension Northland Mining Co.'s siding M.P. 81½	1 68
Tracklaying and surfacing for extension Northland Mining Co.'s siding, M.P. 81½	7 63
Tracklaying and surfacing cross-over, Latchford	238 29
Grading for wye, cross-over, Latchford	79 08
Tracklaying and surfacing, wye, cross-over, Latchford	205 93
Ballast for wye, cross-over, Latchford	182 69
Land slides, Kerr Lake branch	668 20
Rip-rapping, Kerr Lake branch	418 19
Sink holes, Kerr Lake branch	133 51
Filling Giroux Lake, Kerr Lake branch	1,131 06
Widening rock cuts, Kerr Lake branch	61 20
Filling trestles, Kerr Lake branch	353 88
Grading, Kerr Lake branch	6 02
Rails for Kerr Lake branch	430 10
Ties, for Kerr Lake branch	565 67
Switch material for Kerr Lake branch	1 23
Other track material for Kerr Lake branch	3 35
Tracklaying and surfacing, Kerr Lake branch,	11,254 56
Ballast for Kerr Lake branch	3,732 57
Road crossings and signs on Kerr Lake branch	407 32
Bridge on Kerr Lake branch	67 47
Tracklaying and surfacing, engine-house spur, Kerr Lake branch	116 47
Grading for terminals, Kerr Lake branch	808 62
Tracklaying and surfacing, terminals, Kerr Lake branch	677 23
Tracklaying and surfacing, Provincial Mine siding, on Kerr Lake branch	5 66
Rails for Nipissing Mining Co.'s siding, Cobalt	8 19
Switch material for Nipissing Mining Co.'s siding, Cobalt	10 75
Tracklaying and surfacing, Nipissing Mining Co.'s siding, Cobalt	285 48
Ballast for Nipissing Mining Co.'s siding, Cobalt	510 21
Grading for extension siding, M.P. 102 5-8	11 22
Switch material for extension siding, M.P. 102 5-8	7 29
Tracklaying and surfacing, extension siding, M.P. 102 5-8	175 49
Ballast for extension siding, M.P. 102 5-8	25 52
Grading for extension, O'Brien's siding, Cobalt	422 04
Culvert on extension O'Brien's siding, Cobalt	75 19
Ties for extension O'Brien's siding, Cobalt	5 63
Switch material for extension O'Brien's siding, Cobalt	21 74
Tracklaying and surfacing, extension O'Brien's siding, Cobalt	158 47
Grading roadway to extension O'Brien's siding, Cobalt	1,156 45

Construction Charges. First Division.—Continued.

Tracklaying and surfacing, McKinley, Daragh, Savage Mining Co.'s siding, on Kerr Lake branch	128 23
Ballast for McKinley, Daragh, Savage Mining Co.'s siding, on Kerr Lake branch	70 63
Grading for extension town siding, Cobalt	448 31
Ties for extension town siding, Cobalt	59 99
Tracklaying and surfacing extension town siding, Cobalt	101 94
Grading roadway to extension town siding, Cobalt	1,205 29
Grading for new freight shed spurs, Cobalt	456 16
Switch material for freight shed spurs, Cobalt	82
Tracklaying and surfacing, freight shed spurs, Cobalt	20 95
Ballast for new freight shed spurs, Cobalt	38 58
Grading for Right of Way mine spur, Cobalt	304 89
Tracklaying and surfacing for Right of Way mine spur, Cobalt	31 30
Tracklaying and surfacing, extension La Rose Mining Co.'s siding, Cobalt	28 07
Tracklaying and ballast, extension La Rose Mining Co.'s siding, Cobalt	40 37
Grading for Haileybury (waterfront) spur	1 77
Ties for Haileybury (waterfront) spur	438 25
Switch material for Haileybury (waterfront) spur	31 70
Rails for Haileybury (waterfront) spur	22 59
Tracklaying and surfacing, Haileybury (waterfront) spur	1,642 10
Ballast for Haileybury (waterfront) spur	870 27
Fencing on Haileybury (waterfront) spur	7 26
Grading for freight shed spurs, Haileybury	921 00
Ties for freight shed spurs, Haileybury	15 23
Rails for freight shed spurs, Haileybury	57 70
Switch material for freight shed spurs, Haileybury	47 68
Culverts on freight shed spurs, Haileybury	60 90
Tracklaying and surfacing, freight shed spurs, Haileybury	406 72
Grading spur to wharf, New Liskeard	23 02
Grading for new town siding, Uno Park	572 77
Ties for new town siding, Uno Park	11 22
Rails for new town sidnig, Uno Park	45 54
Switch material for new town siding, Uno Park	4 10
Tracklaying and surfacing, new town siding, Uno Park	7 54
Ballast for new town siding, Uno Park	161 80
Grading for Hammermill Paper Co.'s siding, M.P. 121¾	22 64
Tracklaying and surfacing, Hammermill Paper Co.'s siding M.P. 121¾	145 61
Ballast for Hammermill Paper Co.'s siding, M.P. 121¾	57 77
Tracklaying and surfacing, extension Love's siding, M.P. 123¾	38 97
Rails for Drew & Taplin's siding, mileage 126	5 93
Other track material for Drew & Taplin's siding, mileage 126	8 31
Tracklaying and surfacing, Drew & Taplin's siding, mileage 126	249 49
Grading for new town siding, Thornloe	700 14
Ties for new town siding, Thornloe	21 75
Switch material for new town siding, Thornloe	11 24
Tracklaying and surfacing, for new town siding, Thornloe	385 63

onstruction Charges. First Division.—Continued.

Ballast for new town siding, Thornloe	155 72
Grading for new town siding, Earlton	275 71
Ties for new town siding, Earlton	33 03
Rails for new town siding, Earlton	25 41
Switch material for new town siding, Earlton	3 52
Tracklaying and surfacing, for new town siding, Earlton	268 31
Ballast for new town siding, Earlton	155 72
Rails for extension Riordan Pulp Co.'s siding, mileage 130	55
Switch material for extension Riordan Pulp Co.'s siding, mileage 130	3 65
Grading for new siding, mileage 133¼	104 44
Rails for new siding, mileage 133¼	2 14
Tracklaying and surfacing, mileage 133¼	63 65
Grading for new town siding, Heaslip	112 05
Ties for new town siding, Heaslip	17 32
Switch material for new town siding, Heaslip	1 60
Tracklaying and surfacing for new town siding, Heaslip	105 88
Ballast for new town siding, Heaslip	144 90
Grading and cleaning grounds at new general office building, North Bay	39 14
Telegraph line to North Bay	4 28
Lighting plant in connection with new general office and stores buildings, North Bay	56 09
New general stores building, North Bay Jct.	39 88
Grading grounds at new general stores building, North Bay Jct.	214 26
Steam heat and water supply for new general stores building, North Bay Jct.	48 45
Oil storage system for new general stores building, North Bay Jct.	25 98
Floor in castings shed, new general stores building, North Bay Jct.	24 83
Roundhouse and machine shop, North Bay Jct.	34 36
Engineering for roundhouse and machine shop, North Bay Jct.	1 65
Filling, for roundhouse and machine shop, North Bay Jct.	41 89
Grading for extension roundhouse, North Bay Jct.	701 16
Drainage of extension roundhouse, North Bay Jct.	21 42
Tracks in extension roundhouse, North Bay Jct.	796 38
Wheel-bays for roundhouse, North Bay Jct.	45 83
Boiler foundation in roundhouse, North Bay Jct.	27 18
Hot well, roundhouse, North Bay Jct.	132 38
Ash pit and conveyor, roundhouse, North Bay Jct.	100 16
Blacksmith shop, roundhouse, North Bay Jct.	40 80
Placing generator for lighting plant in machine shop, North Bay Jct.	15 66
Steam heat and water supply for new car repair storehouse, North Bay Jct.	5 77
Grading grounds at North Bay Jct.	220 45
Car department, wheel-bays, North Bay Jct.	37 15
Machinery, machine shop, North Bay Jct.	27 69
Telegraph line	4 91
Frogs and switches, (additional material)	37 00

Construction Charges. First Division.—Continued.

Track fastenings and other material	46 3
Tools for construction purposes	499 7
Repairs of construction equipment	13 7
Construction equipment	34 3
Right of way and station grounds	1,115 8
Road crossings and signs	4,842 4
Undercrossing for pedestrians, M.P. 3	529 3
Overhead crossing, Cobalt	82 5
Undercrossing, South Wabis bridge, M.P. 115½	842 7
"McCluskey" cattleguards	185 8
Fencing right of way	1,443 2
Rail racks	656 8
Section tool houses	2 7
Weigh scales, North Bay Jct.	186 2
Weigh scales track, North Bay Jct.	9 9
Station well, Diver	65 8
Station well, North Cobalt	154 5
Grading station grounds at North Cobalt	311 6
Station roadway at North Cobalt	23 8
Fencing station grounds at North Cobalt	2 5
Grading station grounds at Latchford (also clearing)	689 3
Station cellar drainage at Latchford	72 8
Grading roadway to new freight shed at Haileybury	1,017 6
Drainage of roadway to new freight shed at Haileybury	270 8
Fencing station grounds at New Liskeard	69 9
Station cellar drainage at New Liskeard	33 2
Station well at Uno Park	60 1
Grading station grounds at Uno Park	131 6
Grading roadway to station, Uno Park	69 2
Station well at Thornloe	37 5
Grading station grounds at Thornloe	1,233 8
Station well at Earlton	15 3
Grading station grounds at Earlton	442 4
Station well at Heaslip	30 6
Grading station grounds at Heaslip	1,195 1
Fencing station grounds at Widdifield	97 8
Station grounds boundaries at Widdifield	2 2
Fencing station grounds at Mulock	155 0
Underdrainage of Haileybury yard	110 9
Roadbed underdrainage	1,501 8
Widening rock cuts to clear snow plow wings	1,711 1
Widening embankments	627 4
Cleaning clay cuts	69 0
Filling trestles	527 2
Approach to bridge, South Wabis, mileage 115½	102 6
Rip-rapping bridge, South Wabis, mileage 115½	446 5
Landslide, South Wabis, mileage 115½	3,812 8
Lanslide, mileage 112	560 5
Retaining wall, mileage 112	1,339 8
Stock of switch ties for construction purposes	228 3
Stock of switch material for construction purposes	175 7
Bridges, trestles and culverts	1,539 8
Permanent steel bridge, South Wabis, M.P. 115½	244 6

Construction Charges. First Division.—Continued.	
Concrete arch culvert, M.P. 118½	1,386 08
Open box culvert, outlet of drainage from North Bay Jct. yard to Lake Nipissing	392 03
Ballast pits (cost of tracks therein)	94 94
Total	$83,993 86
Construction Charges. Second Division.	
Grading for Charlton Branch	$8,791 31
Bridges, trestles and culverts, Charlton Branch	574 65
Ties for Charlton Branch	1,094 83
Rails for Charlton Branch	417 65
Switch material for Charlton Branch	38 03
Other track material for Charlton Branch	1 72
Tracklaying and surfacing, Charlton Branch	12,530 61
Ballast for Charlton Branch	4,221 49
Road crossings and signs on Charlton Branch	1,427 05
Grading for through sidings and terminals, Charlton Branch	72 32
Culverts on through sidings and terminals, Charlton Branch	71 83
Ties for through sidings and terminals, Charlton Branch	7 40
Rails for through sidings and terminals, Charlton Branch	6 73
Tracklaying and surfacing, through sidings and terminals, Charlton Branch	613 31
Tracklaying and surfacing shop sidings, Englehart	264 64
Tracklaying and surfacing cross-over, Englehart	6 19
Switch material for other sidings, Englehart yard	70 20
Tracklaying and surfacing for other sidings, Englehart yd.	1,393 76
Ballast for other sidings, Englehart yard	471 95
Grading for cinder pit and coal chute sidings, Englehart yd.	1,552 20
Rails for cinder pit and coal chute sidings, Englehart yard	12 18
Switch material for cinder pit and coal chute sidings, Englehart yard	1 52
Tracklaying and surfacing, cinder pit and coal chute sidings, Englehart yard	784 20
Ballast for cinder pit and coal chute sidings, Englehart yard	128 36
Tracklaying and surfacing, Foquier Bros.' siding, Matheson	6 56
Tracklaying and surfacing sidings, Matheson yard	428 71
Tracklaying and surfacing sidings, "Y," Matheson yard	65 92
Grading extension main line, A. R. McDonell contract	13,107 71
Culverts, extension main line, A. R. McDonell contract	13 38
Trestles, extension main line, A. R. McDonell contract	32 27
Ties for extension main line, A. R. McDonell contract	550 11
Tracklaying and surfacing, extension main line, A. R. McDonell contract	830 44
Ballast for extension main line, A. R. McDonell contract	71 63
Culverts, extension main line, McRae, Chandler & McNeil contract	4 04
Ties for extension main line, McRae, Chandler & McNeil contract	1,886 00
Rails for extension main line, McRae, Chandler & McNeil contract	1,776 14
Switch material for extension main line, McRae, Chandler & McNeil contract	34 00

Construction Charges. Second Division.—Continued.

Other track material for extension main line, McRae, Chandler & McNeil contract	78 70
Tracklaying and surfacing, extension main line, McRae, Chandler & McNeil contract	175 99
Ballast for extension main line, McRae, Chandler & McNeil contract	78 37
Work equipment for extension main line, McRae, Chandler & McNeil contract	31 09
Other track material for extension of main line	24 02
Ties for extension of main line to Cochrane	113 25
Rails for extension of main line to Cochrane	17 00
Other track material for extension of main line to Cochrane	14 01
Tracklaying and surfacing, extension of main line to Cochrane	555 22
Rails for Cochrane terminals	15 97
Road crossings and signs	444 40
Diversion of road crossing north of Englehart yard	1,509 72
Fencing right of way	24 22
Round-house and machine shop, Englehart	915 40
Filling round-house and machine shop, Englehart	389 70
Tracks, round-house and machine shop, Englehart	691 65
Drainage, round-house and machine shop, Englehart	783 77
Floor in round-house, Englehart	75 08
Turn-table at round-house, Englehart	97 90
Cinder pit and ash conveyor, Englehart	521 27
Hot well at Englehart	450 39
Boiler in shop at Englehart	94 02
Boiler foundation, shop at Englehart	126 79
Smoke stack for shop at Englehart	18 03
Pipefitting in shop at Englehart	123 14
Water supply for shop at Englehart	11 74
Steam heat for standing coaches at Englehart	27 40
Machinery in shop at Englehart	160 55
Generator and ligthing plant at Englehart	173 70
Tracks on coal chute at Englehart	43 58
Tracks in engine-house at Matheson	467 31
Filling, engine-house at Matheson	25 70
Cinder pit for engine house at Matheson	72 75
Water supply system at Englehart	684 05
Water station at Swastika	547 36
Water station at Bourkes	3 86
Water station at Matheson	557 33
Water station at Cochrane	4 79
Widening rock cuts on main line to clear snow plow wings	1,593 96
Widening embankments on main line	2,262 18
Cleaning clay cuts and ditches	2,844 65
Building dry stone retaining walls in clay cuts	259 91
Roadbed underdrainage, main line	701 40
Rip-rapping, Lake Sesikinika	45 90
Seat underdrainage, bridge, M.P. 138⅛	122 66
Landslides	195 12
Washout, M.P. 157¾	180 86
Dump at M.P. 157¾	30 04
Diverting watercourse, M.P. 197¼	248 78

Construction Charges. Second Division.—Continued.

Refilling trestle, M.P. 210	246 40
Underdrainage, Englehart yard	509 78
Filling Englehart yard, A. R. McDonell contract	153 11
Underdrainage, Dane yard	425 42
Tools for construction purposes	138 14
Stock of switch ties for construction purposes	19 21
Engineering	32 19
Track section equipment	115 60
Artesian well at Englehart	24 83
Station pump and water supply at Englehart	65 84
Station platform at Englehart	11 85
Clearing and grading station grounds, Englehart	918 53
Fencing station grounds, Englehart	252 65
Station wells	326 81
Drainage of stations	1 31
Station well at Krugersdorf	92 10
Grading station grounds at Dane	163 32
Grading roadway to new station at Dane	599 88
Grading roadway to siding at Sesikinika	36 28
Station well at Bourkes	35 28
Grading station grounds at Matheson	81 55
Clearing and grading portion of streets, Matheson townsite	337 58
Section dwelling house at Matheson	43 39
Cleaning right of way at mileage 188¼	9 44
Operating expenses during the construction	5,624 04
Tracklaying and surfacing main line	397 73
Grading on main line	22 35
Rails for main line	127 58
Switch material for main line (additional)	167 12
Other track material for main line (additional)	27 22
Culvert in Englehart yard	405 87
Bridges, trestles and culverts	3,537 20
Bridge, 1st crossing, Blanche River	28 42
Bridge, M.P. 196½	3 40
Wild Goose River bridge	78 54
Wataybeag bridge	62 25
Driftwood bridge	7 31
Temporary trestles, A. R. McDonell contract	298 57
Temporary trestles, north of Matheson	523 12
Temporary trestle, land slide, M.P. 210	220 00
Extension, main line, McRae, Chandler & McNeil contract, account wrecking, M.P. 249	365 15
Rails (releasing same from R.L. pit, 156½)	48 21
Ballast pits (cost of tracks therein)	387 67
Total	$88,967 96

Bills Collectible.

Wm. Milne & Sons	$143 83
DeLaPlante Lumber Co.	18 37
Hawkesbury Lumber Co.	2 78
Mackie Bros.	31 65
Tomiko Lumber Co.	11 37
E. J. Bucknam & Co.	58 96

Bills Collectible.—Continued.

Empire Lumber Co.	43 05
A. R. McDonell, contractor	269 05
O'Brien Mining Co.	4 22
Northern Custom Concentrator Co.	10 40
Ferguson & McFadden	2 30
Forest City Paving Co.	7 40
O'Boyle Bros. Construction Co.	37 00
Corporation Town of Cobalt	4 22
Canada Foundry Co.	1 50
Hammermill Paper Co.	23 18
McRae, Chandler and McNeil, contract (per T. S. Scott)	49 93
General Chemical Co.	124 43
Northland Mining Co.	4 40
Gillies Bros.	1 06
Hamilton Bridge Co.	73 75
F. W. Love	5 23
Silver Queen Mining Co.	17 73
Nipissing Mining Co.	14 10
Corporation Town of Englehart	58
Transcontinental Railway Commission	11 75
Montreal Reduction and Smelting Co.	289 57
Riordan Pulp Co.	90 07
Drew & Taplin	14 95
Harris Tracklayer Machine Co.	24 09
Hydraulic Air Compressor Co.	90
Reynolds Construction Co.	38 74
LaRose Mining Co.	22 29
W. H. Mussen Co.	15 75
Dr. Beattie Nesbitt	7 58
Fraser & Clemens	48 45
McQuigge & Hunt	8 94
Total	$ 1,533 55

Broken Rails.

Date	Mileage	Poles	Cause, and General Remarks
Jan. 6	10	3	Split or piped rail, one half of rail head split off nearly three feet from end.
" 7	12	2	Split or piped rail, one half of rail head split off for six inches in length
" 8	45	2	Rail joint settled in muskeg fill, causing it to break over next tie to joint, not sufficient ballast to maintain good service of joints.
" 31	48½	....	This fracture was caused to all appearances through track being slightly heaved by frost near joint in rail.
Feb. 5	5	....	Cause of fracture unknown, this was a clean break in rail east side of track.
" 5	51¼	....	Piped or split rail, having a flaw in centre of ball, the outer half of the rail head breaking off for two inches, and 7 inches of ball broken on inner half of rail 2 feet from same end.
" 5	7	....	Cause of fracture unknown, this was a clean break on east rail.
" 6	1	....	Cause of fracture unknown, clean break.
" 6	2	....	" " " " "
" 6	1	....	" " " " "
" 7	3	....	" " " " "
" 8	18	19	" " " This was a clean break, track in good line and surface, rail on east side of track.
" 9	51	30	Cause of fracture unknown, clean break.
" 10	2	....	" " " " "
" 12	65	13	Piped or split rail, one half of rail head splitting off four inches at end of rail.
" 14	23	8	Piped or split rail, one half of rail head split off two feet from end.
" 15	50	....	Piped or split rail.
" 12	136	....	Cause of fracture unknown, clean break.
" 12	133	....	" " " " "
" 15	36	7	" " " " "
" 15	50	14	" " " Supposed to have been caused through shock at time of wreck at that point.
" 16	2	16	Cause unknown, clean break.
" 17	2	3	" " " "
" 19	3	....	" " " "
" 19	1	....	" " " "
" 20	60	3	" " " "
" 22	21	2	Piped or split rail.
" 23	3	....	Cause of fracture unknown, clean break.
" 28	52	....	" " " " "
Mar. 1	51	30	Piped or split rail.
" 1	29	8	Cause of fracture unknown, clean break.
" 5	93	24	Flaw in flange and rail head, had been there some time judging from appearance.
" 5	62	7	An old flaw in flange, supposed have to been there since construction.
" 9	4	....	Cause of fracture unknown, clean break.
" 10	54	16	" " " " "
" 13	46	18	Flaw in base of rail, not known how long flaw had been there.
" 13	51	10	Cause of fracture unknown, clean break.
" 13	10	16	Fracture caused by broken car wheel mark on head of rail about 10 days previous.
" 14	41	....	Old flaw in web of rail.
" 14	7	24	" " " Cause of flaw not known.
" 15	53	10	Cause of fracture unknown, clean break.
" 17	23	15	Longitudinal flaw in flange or base of rail.
" 20	20	23	Cause of fracture unknown, clean break.
" 20	32	7	" " " " "
" 21	38	9	Piped in rail head and flaw in flange.
" 22	35	23	" " " "
" 23	50	14	Cause of fracture unknown, clean break.
" 23	36	14	" " " " "
" 23	36	16	" " " " "
Mar. 23	34	28	Cause of fracture unknown, clean break.
" 23	7	24	" " " " "
" 24	46	2	" " " " "

Broken Rails.—*Continued.*

Date	Mileage	Poles	Cause and General Remarks
" 24	63	16	Cause of fracture unknown, clean break.
" 25	45	....	" " " " "
" 25	96	10	" " bruised end of rail.
" 26	48	15	" " unknown, clean break.
" 27	86	24	" " " " "
" 29	32	14	" " " " "
" 30	45	30	" " " " "
" 31	41	11	" " " " "
April 6	61	9	" " " " "
" 7	17	8	" " " " "
" 10	90	30	" " " " "
" 13	30	5	" " " " "
" 13	74	8	" " shock from rock falling upon it.
" 13	53	23	" " unknown, clean break.
" 15	54	3	" " " " "
" 15	34	27	Mark from broken truck wheel of engine last winter on head of rail.
" 16	47	13	Cause of fracture unknown, clean break.
" 29	24	26	" " " " "
" 29	44	13	" " " " "
" 29	35	12	" " track laid on muskeg fill.
May 1	26	27	" " unknown, clean break.
" 6	32	8	Rail piped and flattened at end which caused cars to jump, breaking rail two feet from end.
" 11	26	....	Caused by derailment of engine No. 121 at M.P. 26
" 16	135	....	Flaw in base running up into web evidently caused in handling before being placed in track or shortly before being supported with ballast.
" 20	50	23	Appears to have been caused by half moon piece out of base. Old break.
June 20	109	4	Damaged by derailed 52 ton car of coal.
" 20	109	4	" " " 52 " "
July 2	49	15	Cause of fracture unknown, clean break.
Aug. 15	6	10	Flaw in base circling into web of rail.
" 20	109	13	Split web and old flaw in base.
" 25	18	28	Flaw in base of rail, cause unknown, clean break.
" 27	12	1	Old flaw in base of rail.
Sept. 16	45	29	Cause of fracture unknown, clean break.
" 22	42	21	Flaw half across base of rail, had been there some time evidently, a brittle, hard rail.
" 30	3	15	Old flaw in base of rail, had from all appearance been there some time, cause unknown.
Oct. 6	7	20	Old flaw in base of rail.
" 10	5	10	Longitudinal flaw in base of rail.
" 14	91	25	Flaw in base of web and lower part of head.
" 17	22	15	Cause unknown, clean break.
" 22	41	14	Old flaw in base of rail.
" 23	1	2	Longitudinal flaw in base of rail.
" 24	3	27	" " " "
Nov. 6	33	5	Old flaw resulting in complete break.
" 6	33	22	Flaw in base resulting in complete break.
" 9	192	17	Cause of fracture unknown, clean break.
" 10	54	11	" " " " "
" 11	25	13	" " " " "
" 11	2	24	Flaw in base of rail.
" 12	21	20	Cause of fracture unknown, clean break.
" 13	55	11	" " " " "
" 15	40	10	Base of rail had been cracked for some time.
" 15	87	28	Old flaw in base of rail.
Dec. 1	59	23	" " "
" 6	44	3	" web and base of rail.

NOTE.—The supposed cause of rails marked clean break is unequal distribution of carbon, as oversupply being pocketed at point of fracture giving the steel a brittle nature.

Defective Steel Rails Released from Main Line Service 80 Pound per Yd.

Section No.	Lineal Feet.	Remarks.
1	396	
2	726	
3	1,149	
4	627	Crushed Rail Heads flattened at the ends.
5	1,116	
6	693	The defects in this lot of rail indicate low carbon, the reverse of those broken, almost confirming the theory of unequal distribution of carbon.
7	1,471	
8	231	
9	458	
10	687	The report of broken and crushed rail heads were rolled at "Cammell's Steel Works," England, in the years 1903-4.
11	2,211	
12	264	
13	3,692	
14	1,731	
15	858	
16	194	
Total....	16,504	

Steam Shovel Work, Pit M. P. 8.

Cars.	Construction.	Purpose.
1,640	Construction.	Filling Extension of Yard, North Bay Jct.
425	"	Ballasting Extension Yard, North Bay Jct.
27	"	" Tomiko Lumber Co., Spur M.P., 26½.
34	"	" New Stores Siding, North Bay Jct.
32	"	Filling for General Stores Building, North Bay Jct.
2,158		

Ballast Hand Loaded, Pit M.P. 8.

81	Construction.	Filling for wheel bays Car Repairs, North Bay Jct.
7	"	" " Lorry Track " " " " "
64	"	" " General Store, North Bay Jct.
220	"	" Extension Round House, North Bay Jct.
25	"	Ballasting Shop Sidings, North Bay Jct.
9	"	Water Service to General Store, North Bay Jct.
9	"	Ballasting New Round House Sidings, North Bay Jct.
79	"	Filling New Car Repair Spur, North Bay Jct.
74	"	Filling Terminal Sidings, North Bay Jct.
568		

Gravel Hand Loaded, Pit M.P. 58½.

6	Construction.	Cinder Pit, Englehart, Concrete.
4	"	Bridge at Englehart "
8	"	Hot Well, North Bay Jct. "
2	"	Drain across Track, Cobalt Yard.
4	"	Hot Well, Englehart, Concrete.
8	"	Roadway, North Cobalt.
7	"	New Shops, North Bay Jct. Concrete.
6	"	Repairs Commission Street, Cobalt.
45		

Steam Shovel Work.—*Continued.*

Steam Shovel Loading, Cassidy Pit M.P. 99½.

Cars.	Construction.	Purpose.
268	Construction.	Filling Trestles, Kerr Lake Branch.
2,541	"	Ballasting Kerr Lake Branch.
864	"	Filling Land Slide, Giroux Lake, Kerr Lake Branch.
160	"	Filling Kerr Lake Branch.
101	"	Filling Under Bridge, Kerr Lake Branch.
283	"	Filling Terminal Sidings, Kerr Lake Branch.
22	"	Ballasting Cobalt Sidings.
15	"	Ballasting Freight House Spur, Cobalt.
202	"	Filling Roadway to O'Brien's Siding, Cobalt.
204	"	" " " Town " "
2	"	Ballasting Right-of-Way Mine Siding, Cobalt.
27	"	" Charlton Branch.
14	"	Filling Settlement of Filled Trestles, Charlton Branch.
30	"	" Englehart Yard.
59	"	" Thornloe Road Crossing.
13	"	Ballasting New Liskeard Spur.
32	"	Settlement of Fill, Wye Latchford.
221	"	Filling Trestle, Mileage 118½.
67	"	Ballasting New Spur Siding, Uno Park.
38	"	" " " " " Mileage 122.
26	"	Filling Approach to Bridge, Mileage 115½.
9	"	" Road Crossing, Mileage 115½.
8	"	" Land Slide, Mileage 115½.
3	"	Underdrainage, Mileage 110½.
434	"	Ballasting Haileybury Spur.
109	"	Widening Embankments Main Line, 1st Division.
23	"	Roadbed Underdrainage, 1st Division.
5,766		

Hand Loaded, Cassidy Pit M.P. 99½.

18	Construction.	Roadway to Haileybury Freight House Spur.
49	"	Ballasting " " " "
45	"	Filling Land Slide, Mileage 115½.
78	"	Ballasting Nipissing Mine Siding, Kerr Lake Branch.
32	"	" McKinley Daragh Mine Siding, Kerr Lake Br.
16	"	Filling Wye Latchford.
	"	
238		

Clay, Hand Loaded, Mileage 110½.

6	Construction.	Cleaning Clay Cuts, 1st Division.
24	"	Cleaning Ditches, 1st Division.
	"	
30		

Clay, Hand Loaded, Mileage 112.

32	Construction.	Retaining Wall, Mileage 112.

Steam Shovel Work.—*Continued.*

Muskeg, Hand Loaded, Mileage 119.

Cars.	Construction.	Purpose.
67	Construction.	Filling Land Slide, Mileage 115½.

Steam Shovel Loaded, Earlton Pit.

18	Construction.	Filling Trestles, Charlton Branch.
460	"	Ballasting Charlton Branch.
15	"	Road Crossing, Mileage 124¾.
257	"	Filling Town Siding, Thornloe.
120	"	Grading Station Grounds, Thornloe.
11	"	Filling Thornloe Road Crossing.
42	"	Filling Town Siding, Heaslip.
188	"	Grading Station Grounds, Heaslip.
61	"	Ballasting Town Siding, "
154	"	Filling Town Siding, Earlton.
140	"	Grading Station Grounds, Earlton.
5	"	Earlton Roadway.
243	"	Widening Embankments, 1st Division.
122	"	" " 2nd Division.
120	"	Ballasting Englehart Yard.
17	"	Filling Trestles, Mileage 132½ & 133½.
1,973		

Muck Hand Loaded, Englehart Yard.

27	Construction.	Muck from Englehart Yard.
10	"	Muck from New Boiler Room Spur, Englehart.
37		

Steam Shovel Loading, Krugerdorf Pit.

876	Construction.	Filling Testles, Charlton Branch.
3,882	"	Ballasting Charlton Branch.
141	"	Filling Terminal Sidings, Charlton Branch.
875	"	Widening Embankments, Charlton Branch.
55	"	" " Main Line, 2nd Division.
8	"	Ballasting Boiler Room Siding, Englehart.
15	"	Filling Englehart Yard.
16	"	Arch Culvert, Mileage 118½.
5,863		

Steam Shovel Loading, Dane Pit, M.P., 160.

898	Construction.	Filling Trestles, Macdonell contract.
16	"	Ballasting Englehart yard.
30	"	Filling Englehart yard.
64	"	Ballasting Cinder Pit Siding, Englehart.
170	"	Ballasting Cinder Pit and Coal Chute Sdg., Englehart.
39	"	Roadway to Town Siding, Englehart yard.
1,985	"	Widening embankments, main line, 2nd division.
62	"	Filling Swastika intake pipe to watertank,
594	"	Filling washout, mileage 157¾.
15	"	Filling approach to bridge, mileage 138¾.
8	"	Filling, bridge, mileage 163¼.
3,879		

Steam Shovel Work.—*Continued.*

Steam Shovel Loading, Wataybeag Pit.

Cars.	Construction.	Purpose.
4,517	Construction.	Filling Trestles, Macdonell contract.
1,405	"	Lifting Long Sag, mileage 205 to grade, Macdonell cont.
15	"	Washout, mileage 157¾.
5	"	Washout, mileage 147½.
65	"	Filling Trestle, McRae contract.
17	"	Ballasting culverts, main line, 2nd division.
157	"	Ballasting Matheson yard.
34	"	Ballasting siding at Ramore.
39	"	Filling roadway, Matheson.
16	"	Filling round-house, Matheson.
6,270		

Rip Rapping Streams, Lakes and Land Slides.

69	Construction.	Retaining wall, mileage 112.
32	"	Rip Rapping Charlton Branch terminals.
98	"	" " Giroux Lake, Kerr Lake Branch.
6	"	" " mileage 88.
9	"	Sink Hole, Kerr Lake Branch.
24	"	Blanche River Bridge, Charlton Branch.
17	"	Roadway to Haileybury freight house spur.
27	"	Washout, mileage 157¾.
2	Maintenance.	Bridge renewal, mileage 70¼.
284		

Cinder Ballast, North Bay Junction.

2	Construction.	New blacksmith shop, North Bay Jct.
5	"	Round-house floor, Englehart.
1	"	Tank at Bourke's.
2	"	Yard sidings, North Bay Jct.
5	"	Roadbed underdrainage, 1st division.
10	"	Filling sink hole, mileage 52.
1	"	Filling sink hole, mileage 45½.
3	"	Underdrainage, freight house spur, Haileybury.
7	"	Filling sink hole, mileage 45½.
12	Maintenance.	Ballasting old yard, east end, North Bay Jct.
20	Construction.	Ballasting new yard, west end, North Bay Jct.
30	"	Ballasting new round-house and turntable tracks, North Bay Jct.
98		

Cinder Ballast Loaded, Latchford.

9	Construction.	Underdrainage, Haileybury yard.

Cinder Ballast Loaded, New Liskeard.

13	Construction.	Underdrainage, freight house spur, Haileybury.

Steam Shovel Work.—*Continued.*

Cinder Ballast Loaded, Englehart.

Cars.	Construction.	Purpose.
4	Construction.	Ballasting end of coal trestle, Englehart.
2	"	Engine house, Englehart.
3	"	Filling sink hole, mileage 52.
1	"	Filling sink hole, mileage 67¾.
10		

Cinders Hand-Loaded, Englehart.

10	Construction.	Brought forward.
2	"	Coal chutes, Englehart.
4	"	Ballasting Englehart yard sidings.
15	"	Filling round-house, Englehart.
1	"	Filling pump house, Swastika.
3	"	Underdrainage, Dane yard.
2	"	Main line underdrainage, 2nd division.
37		

Cinders, Hand-loaded, Redwater.

2	Construction.	Filling sink hole, mileage 52.

Cinders, Hand-Loaded, Krugerdorf.

8	Construction.	Underdrainage, Dane yard.

Material Loaded and Unloaded by Work Engines.

12	Rails	Maintenance.	Roadway and track, 1st division.
1	"	Construction.	Cochrane terminals.
7	"	"	Haileybury spur, mileage 110½.
4	Ties	"	Main Line extension.
181	"	"	" " " McRae contract.
92	"	"	Charlton Branch.
1	Timber	"	O'Brien's siding extension, Cobalt.
2	"	"	Washout, mileage 157¾.
2	"	"	Underdrainage, mileage 3.
11	Ties	Maintenance.	Washout, mileage 157¾,
1	Material	Construction.	Undercrossing, mileage 3.
17	Rails	"	Kerr Lake Branch.
4	Track Material	"	Kerr Lake Branch.
54	Ties	"	Kerr Lake Branch.
1	"	"	Town siding, Earlton.
1	Timber	"	Driftwood bridge.
1	Rails	"	Through siding, Charlton Branch.
1	Ties	"	Driftwood Bridge.
13	Pulpwood	Construction.	Crosslaying New River siding.
2	Ties	"	Milne & Sons, Trout Mills.
77	Pulpwood	"	Crosslaying landslide, mileage 115½.
1	Rails	"	Land slide, mileage 115½.
1	Rails	"	Burnt rails log siding, mileage 93½.
2	Ties	"	Land slide, mileage 115½.
1	Timber	"	Approach to Bridges, Englehart.
2	Rails	"	Haileybury freight house spur.
1	Ties	"	" " "

Steam Shovel Work.—*Continued.*

Material Loaded and Unloaded by Work Engines.—Continued.

Cars.	Construction.	Purpose.
1 Rails	Construction	Main line 1st division.
2 Rails	"	Extension yard sidings, North Bay Jct.
4 Ties	"	" " " "
2 Tile	"	Underdrainage, 1st division.
1 Piles	Maintenance.	Bridge pile renewal, mileage 70¼.
2 Rails	"	Mileage 11¼.
1 Rails	Construction.	Tomiko Lumber Co., siding, mileage 26.
17 Ties	"	Extension yard sidings, North Bay Jct.
2 Pulpwood	Maintenance.	Wrecking, mileage 50¼.
2 Scrap	"	1st division.
2 Ore	"	Wrecking, mileage 50¼.
5 Fence Posts	Construction.	1st division.
3 " "	"	2nd division.
2 Timber	"	Bridge driftwood.
9½ Rails	"	Extension main line, Macdonell contract.
2 Timber	"	Lifting long sag, Macdonell contract
51 Ties	"	Extension main line, Macdonell contract.
1 Piles	"	Bridges, 2nd division.
1 Poles	"	Telegraph service, 2nd division.
1 Rails	"	Right of way mine spur.
1 Ties	"	" " "
4 Ties	"	Town siding, Uno Park.
1 Rails	"	" " "
6 Stumps	"	Grading, Uno Park.
8 Piles	Maintenance.	Bridge pile renewals, mileage 70¼.
2 Ties	"	Wreckage, mileage 48¼.
2 Coal	"	Wrecking, mileage 48¼.
11 Ties	"	Maintenance of way, 1st division.
639½		

Additional Culverts Under Main Line.

Location.	Size.	Length.	Description.	Purpose.
M.P. 14¼....	2 ft. x 2 ft.....	24 ft	Cedar box.....	Under main line.
M.P. 44.....	18 in. x 18 in...	31 ".....	"	" "
M.P. 47¾....	20 " 30 " ..	18 ".....	Double cedar box ..	" "
M.P. 48¼....	3 ft. x 3 ft.....	36 ".....	Single " ...	" "
M.P. 52¾....	18 in. x 18 in...	20 ".....	" " ...	" "
M.P. 53¼....	42 " 3 ft.....	20 ".....	Open " ...	" "
M.P. 60¼....	18 in. x 18 in...	18 ".....	Cedar box.....	" "
M P. 62.....	2 ft. x 2 ft.....	19 ".....	"	" "
M.P. 64.....	2 " 2 ".....	21 ".....	"	" "
M.P. 67¾....	18 in. x 18 in..	20 ".....	"	" "
M.P. 68.....	18 " 18 " ..	20 ".....	"	" "
M.P. 72⅛....	18 " 18 " ..	42 ft. 6 in.	"	" "
M.P. 73 1/16...	20 " 20 " ..	20 ft	"	" "
M.P. 73½....	20 " 20 " ..	22 ".....	"	" "
M.P. 74½....	20 " 20 " ..	22 ".....	"	" "
M.P. 76⅛....	2 ft. x 2 ft....	23 ".....	"	" "
M.P. 76¼....	20 in. x 22 in...	25 ".....	"	" "
M.P. 76⅜....	22 " 24 " ..	25 "	"	" "
M.P. 77½....	28 " 30 " ..	29 ".....	"	" "
M.P. 80½....	42 " 48 " ..	22 ".....	"	" "
M.P. 85¼....	20 " 20 " ..	20 ".....	"	" "
M.P. 90¾....	20 " 20 " ..	21 ".....	"	" "
M.P. 91.....	20 " 20 " ..	23 ".....	"	" "
M.P. 91½....	34 " 36 " ..	26 ".....	"	" "
M.P. 103¼...	24 " 20 "	39 ".....	"	" new siding and roadway
M.P. 103¼...	24 " 20 "	6 ".....	"	" "
M.P. 128¼...	32 " 36 "	30 ".....	"	" main line.
M.P. 135.....	24 " 19 " ..	37 ".....	"	" new siding.
M.P. 146¼...	2 ft. x 2 ft....	52 ".....	"	" main line and siding.

Additional Culverts Under Main Line.—*Continued.*

Location.	Size.	Length.	De-scription.	Purpose.
I.P. 159....	30 in. x 30 in..	44 ft. 6 in.	Cedar box.....	Under main line and siding.
Charlton B'h	20 " 20 " .	20 ".....	"	" "
" "	20 " 20 " ..	22 ".....	"	" "
" "	20 " 20 " ..	20 ".. ...	"	" "
" "	20 " 20 " ..	23 ".....	"	" "
" "	24 " 24 " ..	31 ".....	"	" "
" "	24 " 24 " ..	25 ".....	"	" "
" "	36 " 30 " ..	33 ".....	"	" "
" "	36 " 36 " ..	33 ".....	"	" "
" "	30 " 20 " ..	21 ".....	"	" "
" "	36 " 30 " ..	29 ".....	"	" "
"termn'ls	12 ft. x 3 ft,....	16 ".....	Beam Deck culvert..	" "

Other New Culverts

M. P. 0¾..	18 in. x 18 in...	25 ft.....	Cedar box side culv'ts	Public road crossing.
M. P. 0¾....	18 " 18 " ..	25 ".....	" "	" "
M P. 9.....	24 " 24 " ..	28 ".....	" "	" "
M. P. 121¼..	30 " 36 " ..	24 "	" "	" "
M. P. 121¼..	30 " 54 " ..	24 ".....	" "	" "
M. P. 123½..	16 " 16 " ..	23 ".....	" "	" "
M. P. 135¼..	12 " 18 " ..	14 ".....	" "	" "
M. P. 140...	20 " 20 " ..	27 ".....	" "	" "
M. P. 140...	20 " 20 " ..	25 ".....	" "	" "
M. P. 140¼..	24 " 24 " ..	34 ".....	" "	" "
M. P. 140¾..	30 " 30 " ..	23 ".....	" "	" "
M. P. 140½..	24 " 20 " ..	19 ".....	" "	" "
M. P. 141...	30 " 30 " ..	27 ".....	" "	" "
M. P. 141...	30 " 30 " ..	27 ".....	" "	" "
M. P. 141¼..	24 " 24 " ..	26 ".....	" "	" "
M. P. 141¼..	24 " 24 " ..	28 ".....	" "	" "
M. P. 141½..	24 " 24 " ..	21 ".....	" "	" "
M. P. 141½..	24 " 24 " ..	21 ".....	" "	" "
M. P. 142¼..	24 " 24 " ..	35 ".....	" "	" "
M. P. 142½..	24 " 24 " ..	35 ".....	" "	" "
M. P. 145½..	16 " 16 " ..	31 ".....	" "	" "
M. P. 145½..	16 " 16 " ..	31 ".....	" "	" "
Englehart ..	8 ft. x 4 ft.....	33 ".....	" "	Diversion public road.
" ..	20 in. x 20 in...	25 ".....	" "	North east Englehart Yard.
" ..	24 " 24 " ..	29 "	" "	" " "
" ..	24 " 24 " ..	29 ".....	" "	" " "
" ..	20 " 20 " ..	36 ".....	" "	" " "
Kerr Lake ..	18 " 12 " ..	16 ".....	" "	Public road crossing.
Branch	18 " 12 " ..	16 ".....	" "	" "
"	18 " 12 " ..	16 ".....	" "	" "
"	18 " 12 " ..	14 ".....	" "	" "
"	12 " 48 " ..	16 ".....	" "	Under main line.
"	12 " 18 " ..	17 ".....	" "	" "
Charlton....	20 " 20 " ..	24 ".....	" "	Public road crossing.
Branch	16 " 16 " ..	21 ".....	" "	" "
"	24 " 24 " ..	49 " . . .	" "	" "
"	24 " 24 " ..	49 ".....	" "	" "
"	20 " 20 " ..	38 ".....	" "	" "
"	20 " 20 " ..	38 ".....	" "	" "
"	20 " 20 " ..	24 ".....	" "	" "
"	36 " 36 " ..	22 ".....	" "	Private "
"	16 " 20 " ..	25 ".....	" "	" "
"	16 " 20 " ..	25 ".....	" "	" "
"	16 " 16 " ..	20 ".....	" "	" "
"	24 " 24 " ..	31 "	" "	" "
"	36 " 36 " ..	30 ".....	" "	" "
"	36 " 36 " ..	30 ".....	" "	" "
"	16 " 16 " ..	20 ".....	" "	" "

Rail Emergency Racks Installed.

Location.	Pattern.	Description.	Remarks.
M. P. 113¼	A	Cedar Timber.	Rail Racks are composed of 2 A sections, each holding three rails for emergency purposes. The base is filled with stone to prevent growth of weeds. The timber and part of stone work are coated with whitewash once a year.
M. P. 115½	A	"	
M. P. 117¾	A	"	
M. P. 118¾	A	"	
M. P. 120¾	A	"	
M. P. 123	A	"	
M. P. 125¼	A	"	
M. P. 127¾	A	"	
M. P. 129¼	A	"	
M P. 131	A	"	
M. P. 132½	A	"	
M. P. 134½	A	"	
M. P. 136½	A	"	

Warning Notices.

Number.	Description.	Purpose.
300	Tin Signs—Painted and Lettered. Shut the Gate, etc.	One notice was placed on the post of each farm gate to induce owners to keep gates shut, when not in actual service.

Fencing Right-of-Way.

Location.	Rods.	Description.	Gates.	Remarks.
Widdifield	223	Ideal Woven Wire Fence, 7 long longitudinal strands —Vertical wires 18 inches apart, cedar posts 8 feet long, 20 feet apart.	2	Fencing in station ground, gates tubular iron frame 14 feet long, with vertical and longitudinal wires.
Mulock	92	" "	1	" "
M. P. 97 & 98½	738	" "	1	Fencing right-of-way.
North Cobalt	93	" "	.....	" in station grounds.
New Liskeard	300	" "	1	" " "
Uno Park	110	" "	2	" " "
Earlton	30	" "	2	" " "
M. P. 134½	120	" "	.....	" right-of-way.
Heaslip	40	" "	2	" in station grounds.
M. P. 138	485	" "	3	" right-of-way.
	2,231			

Fencing Road Crossings.

Location.	Rods.	Description.	Remarks.
Main Line.....	98	Cedar posts 8 feet long, 8 foot apart; 3 bars pine 1 x 8; 2 strands No. 8 galvanized wire at bottom.	Return fences for public road crossings.
Main Line.....	56	" "	" "
2nd Division.....			
"	110	" "	Diversion of Public Roads north of Englehart Yard.
Charlton Branch..	105	" "	Return fences for public road crossings.
	342		

Construction of Wells.

First Division.

Location.	Depth of well.	Material.	Pump.	Remarks.
Diver	11 feet	24 in. vitrified tile.	Iron.	Station and Dwelling.
North Cobalt....	24 "	30 in. concrete tile.	Force.	" "
Uno Park.....	14 "	stone.	"	" "
Thornloe	20 "	"	"	" "
Earlton	29 "	"	"	" "
Heaslip.....	21 "	"	"	" "

Second Division.

Krugerdorf.....	30 feet	24 in. Concrete Tile.	Force.	Station & Dwelling.
M. P. 151	12 "	" " "	"	Section Dwelling.
Kenogami	14 "	Stone.	"	" "
Sesekinika	16 "	"	"	" "
Bourkes.....	12 "	24 in. Vitrified Tile.	"	" "
Ramore.....	16 "	" " "	"	" "

Sidings Laid or Extended.

Location.	Description.	Purpose.	Service.	Length.
East Yard				
North Bay Junct..	No. 8 Repair Siding Extended	Freight.....	T. & N. O. Ry ..	114 feet.
" " ..	No. 9, Carpenter Shop Siding, Extended	"	" ..	106 "
" " ..	No. 10 Siding, Extended..	"	" ..	558 "
" " ..	No. 11 " " ..	"	" ..	643 "
" " ..	No. 12 " " ..	"	" ..	918 "
" " ..	No. 13 " (New) ...	"	" ..	1,283 "
" " ..	No. 14 " "	"	" ..	1,579 "
" " ..	No. 15 " "	"	" ..	1,560 "
" " ..	No. 16 " "	"	" ..	1,936 "
" " ..	No. 17 " "	"	" ..	2,053 "

Sidings Laid or Extended.—*Continued.*

Location.	Description.	Purpose.	Service.	Length.
East Yard				
North Bay Junct..	No. 18 Siding (New).....	Freight.....	T. & N. O. Ry..	2,077 feet
" " ..	No. 19 " " "	"	" ..	2,110 "
" " ..	No. 20 " " "	"	" ..	2,150 "
" " ..	No. 21 " " "	"	" ..	4,060 " 6 in.
" " ..	Ladder Track Extended...	"	" ..	29 "
" " ..	New Crossover from Ladder Track No. 1 to Ladder Track No. 2.....	"	" ..	180 "
North Bay Junc., West Yard.....	New Round House Pit Tracks, 7 Pit Tracks, tracks 132 feet each.....	"	" ..	924 "
" "	Round House Spur Sidings, No. 1, Outside stall.....	"	" ..	130 "
" "	" No. 2. "	"	" ..	111 "
" "	" No. 3, "	"	" ..	103 "
" "	" No. 4, "	"	" ..	94 "
" "	" No. 5, "	"	" ..	92 "
" "	Wheel Bays, No. 1 Engine	Wheel Storage..	" ..	184 "
" "	" No. 2 "	" ..	" ..	182 "
" "	New Car Repair Track.....	Repair Siding...	" ..	491 "
" "	New Truck Spur	Holding Trucks.	" ..	195 "
" "	Weigh Scales	Weighing	" ..	173 "
" "	Lorry Track, Narrow Guage	Car Repairs.....	" ..	1,170 "
" "	Wheel Bays, 7 Bays containgng 80 feet of track each.....	Car Wheel Storage.....	" ..	560 "
" "	New Stores Siding.....	Use of Stores....	" ..	507 "
" "	Boiler Room Spur.....	Unloading Coal..	" ..	177 " 6 "
" "	New Turntable Track.....	Use of Round House.....	T. & N. O. Ry.	250 " 6 "
Trout Mills.....	Milne & Sons Extension...	Lumber.....	Private.....	2,864 "
" Lake.....	Montreal Reduction & Smelting Co., Spur Extended.....	Smelter Siding..	"	147 "
M.P. 19⅛.....	DeLaPlante Lumber Co....	Lumber	"	1,072 "
M.P. 23½.....	Temagami Lumber Co., Extended	"	"	300 "
M.P. 26.....	Milne & Sons Lumber Yard, Siding.....	"	"	907 "
M.P. 26.....	Tomiko Mills Co., Yard Siding.....	"	"	7,979 "
M.P. 26½.....	New Spur Siding.....	"	"	1,400 "
M.P. 26⅜.....	Short Spur...	"	"	320 "
M.P. 81½.....	Smallman Spur Extended..	Mining	" ..	30 "
M.P. 93¾.....	Wye North Leg and Tail...	Turning Train ..	T. & N. O. Ry..	608 "
M.P. 93¾.....	" South Leg.....	" ..	" ..	557 "
Latchford	Cross-over.....	Main Line to through Disg..	" ..	165 "
M.P. 102⅝.....	Lake Shore Siding Extend.	General Freight.	" ..	337 "
Cobalt.....	North End Original Through Siding Extend.	" ..	" ..	619 "
"	Spur Right-of-Way Mine for use of Commission...	Loading Stone ..	" ..	326 "
"	O'Brien's Spur Extended..	Mining	Private	99 "
"	" Mine Spur Exten.	General Freight Delivery.....	T. & N. O. Ry..	970 "
"	LaRose Mine Extended....	Mining	Private	176 "
"	New Freight House Spur..	General Freight.	T. & N. O. Ry..	397 "
Haileybury Yard..	Through Passing Siding....	Passing	" ..	322 "
" ..	New Freight House Spur ..	General Freight.	" ..	366 "
" ..	Spur.....	" ..	" ..	477 "
M.P. 110½.....	Haileybury Spur.....	" ..	" ..	8,650 "

Sidings Laid or Extended.—*Continued.*

Location.	Description.	Purpose.	Service.	Length.
New Liskeard.....	Riordon Pulp Co.....	Lorry Track.....	Private	99 "
Uno Park.....	Town Siding.....	General Freight.	T. & N. O. Ry..	721 "
M.P. 121¾.....	Hammermill Paper Co.. Spur.....	Load Pulpwood.	Private	862 "
M.P. 123¾.....	Love's Spur Extended for Hammermill Paper Co ..	Pulpwood	"	423 "
Thornloe	Town Siding.....	General Freight.	T. & N. O. Ry..	914 "
M P. 126½.....	Drew Taplin Spur	Pulpwood	Private	420 "
Earlton	Town Siding.....	General Freight	T. & N. O. Ry..	755 "
M.P. 130.....	Riordan Pulp Co., Spur Extended.....	Pulpwood	Private	150 "
M.P. 133¼.....	Riordan Pulp Co., Spur....	"	"	358 "
Heaslip	Town Siding.....	General Freight.	T. N. & O. Ry..	677 "

On Kerr Lake Branch.

Kerr Lake Branch.	Main Line.....	General Mining.	T. & N. O. Ry..	20,660 feet.
" "	Engine House Spur.....	For use of Engine	" ..	302 "
" "	McKinley, Daragh Mine Siding.....	Mining	Private.	393 "
" "	Nipissing Mine Siding	"	"	490 "
" "	Provincial Mine Siding	"	"	382 "
" "	Terminal Spur	General	T. & N. O. Ry..	571 "
" "	Through Siding	"	" ..	660 "

Second Division.

Englehart	Coal Chute Spur, East Side	Engine Coal Supply.	T. & N. O. Ry .	493 feet.
"	Cinder Loading Thru, Sid'g	Cinder Loading .	" ..	675 "
"	Turntable Cut out.....	.....	" ..	846 "
"	Boiler Room Spur.....	Unloading Coal .	" ..	530 "
"	Machine Shop Track	Mechanical	" ..	466 "
"	Wheel Bays, No. 1.....	Engine Wheel Storage	" .	131 "
"	" No. 2.....	"	" ..	131 "
"	8 Round House Pit Tracks		" ..	1,048 "
"	Auxilliary Siding	Auxilliary Cars..	" ..	478 "
Matheson	Extension Tail of Wye.....	.....	" ..	391 "
"	Spur to Coal Dock Extend'd	Coal.....	" ..	413 "
"	Spur to Engine Shed, No. 1		" ..	378 "
"	" " No. 2		" ..	261 "
"	Spur West of Engine Shed.	Extended.....	" ..	150 "
"	Fauquier Bros. Supply Sd'g		Private.	469 "
Cochrane.....	Extension Main Line.....	.....	T. & N. O. Ry..	4,589 "
"	New Spur Siding.....	Freight Delivery	" ..	1.250 "

Carlton Branch.

	Main Line.....	.....	T. & N. O. Ry.	44,303 feet
M.P. 5½	Through Siding	Gen'l Freight..	"	1,064 "
M.P. 6½	" "	" " ...	"	628 "
Charlton	Dock Spur.....	" " ...	"	581 "

Sidings Laid or Extended.—*Continued.*

Sidings taken up, year 1908.

Location.	Description.	Purpose.	Service.	Length.
North Bay Jct.... West Yard.....	Portion of Cinder Loading Track	Cinder Loading..	T. & N. O. Ry.	186 feet
M.P. 11¼	Long Lake Lumber Co. Spur	Logs.....	Private.....	491 "
M.P. 15¾	St. Catharine Wood & Pulp Company's Spur.....	Pulpwood.....	"	264 "
Rib Lake.....	Ballast Pit Tracks.....	Ballast.....	T. & N. O. Ry.	610 "
M.P. 93½	Empire Lumber Co. Log Spur.....	Log Unloading..	Private.....	396 "
Cobalt.....	Portion Freight House Sidg.	Gen'l Freight...	T. & N. O. Ry.	653 "
Argentite.....	Through Delivery Siding..	Gen'l Freight...	"	528 "
New Liskeard.....	No. 2 Through Siding....	Passing Siding..	"	1,200 "
"	3 Engine House Sidings....	Use of Engines..	"	1,371 "
"	Coal Unloading Spur.....	Unloading Coal..	"	611 "
M.P. 120	Riordan Pulp Co. Loading Spur.....	Pulpwood.....	Private.....	1,140 "
M.P. 137¾	South Leg of Wye.....		T. & N. O. Ry.	792 "
M.P. 137¾	Construction Material Spur.		"	862 "

Betterment of Roadbed Underdrainage.

First Division.

Location.	Description.	Length.	Purpose.
M.P. 94½.....	6 in. Land Tile	705 feet.....	Wet cut.
M.P. 107½.....	6 " " "	1,020 "	" "
M.P. 108¾.....	6 " " "	370 "	" "
M.P. 109½.....	6 " " "	900 "	" "
M.P. 110½.....	6 " " "	885 "	" "
M.P. 110½.....	6 " " "	610 "	" "
M.P. 118¾.....	6 " " "	550 "	" "
M.P. 135½.....	6 " " "	315 "	" "

Second Division.

Englehart Yard...	6 in Land Tile.....	3,000 feet.....	Drainage of yard
Dane.....	6 " " "	5,000 "	" " "

Other Tile Drainage, 1st Division.

North Bay Jct....	6 in. Vitrified Tile.....	250 feet.....	General Stores Sewerage.
" " "	6 " " "	300 "	Round House Sewerage.
" " "	6 " " "	200 "	Weigh Scales Drainage.
" " "	4 " " "	100 "	" " "
Latchford.....	6 " " "	78 "	Station Cellar "
Thornloe.....	18 " " "	36 "	Roadway Culvert.

Betterment of Roadbed Underdrainage.—*Continued.*

Second Division.

Location.	Description.	Length.	Purpose.
I.P. 138¼	12 in Vitrified Tile	492 feet	Bridge Pier Drainage.
I.P. 138¾	6 " Land Tile	320 "	" " "
Englehart	6 " Vitrified Tile	400 "	Cinder Pit "
"	8 " " "	70 "	Turntable "
"	15 " " "	80 "	Drainage of Yard.
"	6 " " "	300 "	Round House Drainage.
Swastika	12 " " "	60 "	Intake Pipe Water Tank.
Xenogami	15 " " "	75 "	Yard Drainage.
"	6 " " "	80 "	Cellar "
Misekinika	6 " " "	150 "	Section Dwelling Drain.
Bourkes	6 " " "	110 "	" " "
Ramore	6 " " "	150 "	" " "

Main Line Resurfaced.

First Division.

From Mile Post	To Mile Post	Average Lift	Miles
5	7	2 in.	2
8	10	3 "	2
13	14	2 "	1
19	21	2 "	2
27	28	3 "	1
34½	35	1½ "	0½
35	39	3½ "	4
42	46½	4 "	4½
49	51	2 "	2
59½	63	1½ "	3½
67½	70	2 "	2½
74	77	2 "	3
77	78½	1½ "	1½
84	84½	2 "	0½
95½	97½	2 "	2
97½	98½	2 "	1
103½	104	2 "	0½
106	107	2 "	1
108	111	3 "	3
111	112	2 "	1
116	118	1½ "	2
122½	125	2 "	2½
129	132	2 "	3
132	135	2 "	3

Second Division.

138	142	2½ in.	4
142	145	2½ "	3
153	156	2 "	3
156	160	2 "	4
163	167	2 "	4
170	177	1½ "	7
177	178	1½ "	1
184	191	2 "	7
191	195	2 "	4
198	201	3 "	3

Main Line Resurfaced.—*Continued.*

Rock Cuts Widened, First Division.

From Mile Post	To Mile Post	Miles	Remarks
21	28½	7½	See Remarks Year 1907.
35	56	11	
61	62	1	
70	72	2	
89½	91	1½	
Kerr Lake Branch		4	
		Total..27	

Rock Cuts Widened, Second Division.

147	169	22	See Remarks Year 1907.
172	173½	1½	
Charlton Branch		8⅓	
		Total. 31 5-6	

McClusky Cattle Guards Installed.

First Division.

Mile Post.	Crossing Set.	Remarks.
¾	1	New Road Crossing.
4¼	1	Replacing Wooden Slat Guard.
6¼	1	" " " "
14	1	" " " "

Ties Used in Main Line, First Division.

Description.	Ties.	Total Ties
Additional ties, 1st class	4,197	
" " " 2nd "	2,098	
		6,295
Renewal of ties in Main Line, 1st class	6,749	
" " " " " 2nd "	3,374	
		10,123
Renewal of ties in sidings	315	
		315
		16,733

Ties Used in Main Line, Second Division.

	Ties.	Total Ties.
dditional ties, 1st Division	920	
" " 2nd "	460	
		1,380
enewal of ties, 1st class	77	
" " 2nd "	38	
		115
dditional ties in sidings, 1st class	134	
" " " 2nd "	66	
		200
		1,695

Eight Foot Ties Used for Construction Purposes.

First Division.

'. & N. O. Ry. Sidings	15,984	
'rivate Sidings	576	
		16,560

Kerr Lake Branch.

Main Line	7,745	
T. & N. O. Ry. Sidings	794	
'rivate Sidings	648	
		9,187

Second Division.

T. & N. O. Ry. Sidings	5,981	
Private Sidings	233	
		6,214

Charlton Branch.

Main Line	14,543	
T. & N. O. Ry. Sidings	1,025	
		15,563
		47,529

Long Switch Ties Used for Construction Purposes.

First Division.

Long Switch Ties, Number of Sets	41	41

Second Division.

Long Switch Ties, Number of Sets	6	6

Long Switch Set Renewals.

First and Second Divisions.

Description.	Ties.	Total Ties.
Long Switch Ties, Number of Sets	35	35

Land Slides.

First Division.

Location.	Remarks.
M.P. 112	Clay slide from side hill cutting covered Main Line in month of June, which was immediately cleared off and later in the season a dry stone retaining wall six feet thick at base was built at the base of slope and rubble stone. Drains constructed up through the slide.
M.P. 115½	Filled trestle slide out into the Wabis River two years ago. The track was diverted to the east. This year the slide was filled with timber, light earth, and ballasted with sand and traffic resumed on the original straight line.
M.P. 118½	Clay slope on south side of creek slid out into the creek, taking with it the south half of temporary trestle which had to be reconstructed, concrete arch culvert renewed by constructors. Later the trestle was filled with sand from Cassidy Pit and work completed.

Public Road Crossings Installed.

First Division.

Location.	Description.	Remarks.
M.P. ¾	At grade	Complete with cattle guards, fences and signs.
M.P. 3	Under	For pedestrians only.
M.P. 9	At grade	Complete—private converted to public crossing.
M.P. 115½	"	Completed.
M.P. 119¾	"	"
M.P. 121⅜	"	Complete with cattle guards, fences and signs.
M.P. 122¾	"	Grade not completed.
M.P. 123⅝	"	Completed.
M.P. 123¾	"	Complete with cattle guards, fences and signs.
M.P. 124⅜	"	" " " " "
M.P. 124½	"	" " " " "
M.P. 124⅞	"	" " " " "
M.P. 126	"	" " " " "
M.P. 126½	"	" " " " "
M.P. 127¼	"	" " " " "
M.P. 127⅜	"	" " " " "
M.P. 128⅞	"	" " " " "
M.P. 129⅜	"	Completed.
M.P. 129⅞	"	Complete with cattle guards, fences and signs.
M.P. 130⅜	"	Completed
M.P. 130⅞	"	Complete with cattle guards, fences and signs.
M.P. 133¼	"	" " " " "
M.P. 135⅛	"	" " " " "
M.P. 136¼	"	" " " " "
M.P. 136¾	"	" " " " "

Public Road Crossings Installed.—*Continued.*

Kerr Lake Branch.

Location.	Description.	Remarks.
4 crossings	At grade.....	Made passable, but not completed

Second Division.

M.P. 139.....	At grade.....	Diversion road crossing Englehart yard, completed.
M.P. 140¼.....	"	Fences and signs only completed, still to be graded.
M.P. 140⅝.....	"	" " " " " " "
M.P. 141¼.....	"	" " " " " " "
M.P. 142⅝.....	"	" " " " " " "
M.P. 143⅜.....	"	" " " " " " "

Charlton Branch.

5 crossings.....	At grade.....	Complete with fences, signs and grading : cattle guards still to be put in.
2 crossings.....	At grade	Equipped with fences and signs; cattle guards to be put in and grading to be performed to make crossing complete.

New Private Road Crossings Installed.

11½...	At grade.....	Complete with tubular iron gates and fastenings.
115½	"	" " " "
121	"	Equipped with tubular iron gates and fastenings ; still to be graded.
121	"	Equipped with tubular iron gates and fastenings ; still to be graded.
125¼.....	"	Complete with tubular iron gates and fastenings.
125⅝.....	"	Completed.
126⅛.....	"	Completed.
127½...	"	Completed, less grading.
128¼.....	"	" " "
128¾.....	"	"
129⅜.....	"	"
129½.....	"	"
130⅛.....	"	"
133¾.....	"	"
137	"	"

New Private Road Crossings Installed on Charlton Branch.

8 crossings.....	At grade.	Completed, less grading.

Construction of Roadways and Streets.

First Division.

Location.	Purpose.	Remarks.
Cobalt	Freight Delivery	To New Town Siding M. P. 103.
Cobalt	" "	" " " M. P. 103½.
North Cobalt	Approach to station	Also Town Siding.
Haileybury	" " freight house	General Freight House Traffic.
Uno Park	" " station	Also Town Siding.
Thornloe	" " "	" " "
Earlton	" " "	" " "
Heaslip	" " "	" " "

Second Division.

Englehart	Diversion of public road, nort of yard.	Road diverted to avoid crossing in centre of yard.
Dane	Approach to station	Roadway to New Station, also Town Siding.
Matheson	" "	Also Town Siding.
Matheson	Streets in Townsite	A small percentage of streets were cleared of timber, grubbed, ditched and graded.

Maintenance of Track.

First Division.

The track has been maintained throughout the year in the best possible condition with the ordinary section gangs excepting three sections, which had to get assistance of extra gangs on account of tie renewals, and resurfacing. No ballast was delivered for maintenance purposes, but considerable sand filling was distributed from trains for widening narrow embankments. Tie renewals have been three times greater, and additional ties about the same as the previous year.

The rail renewals have been much greater on account of fractured, or hard rails on the one hand, and crushed heads, or soft rails on the other. Those 80 pound steel rails were manufactured by "Cammell's Rolling Mills," Sheffield, England, in the year 1903 and 4, and are by no means giving the satisfactory wear expected.

The number of tie plates have been increased on a number of the high degree curves, also increased the elevation of the outer rail to meet the required speed. Before the work is complele it will be necessary to tie plate all ties on curved track to maintain proper gauge.

The work of Roadbed Underdrainage has been continued with beneficial results, adding greatly to the stability of the roadbed and retarding the heaving conditions from frost.

Second Division.

The track from Englehart to Matheson although rough in the spring from frost and settlement of fills was resurfaced by the ordinary section gangs and put up in very good condition at the end of the open season. Some defective and broken ties were replaced, also additional ones.

Charlton Junction. Englehart Yard.

The track through Dane Yard heaved very much during the winter of 1907 and 1908, requiring shimming to the extent of 12 inches to regulate the surface, a system of tile drains were put in of 6 inch land tile covered with cindersand fine brush which is expected to reduce the heaving conditions to a minimum.

The section gangs were placed on the extension of main line from Matheson to Cochrane in the month of December, tie plates added to the curves as a betterment, and much remains to be done in this direction.

Construction of Branch Lines.

All curves on the Kerr Lake, Haileybury, and Charlton branches, were supplied with tie plates on every tie, in order to hold the curved track to proper gauge.

Works under Construction at end of December not completed.

First Division.

Location.	Remarks.
North Bay Jct.	Open box drain, timber 4'x4', outlet drainage from yard to Lake Nipissing.
Diver.	Through siding North Leg of wye.
M. P. 115½	Rip Rapping, South Wabis River, under Permanent Bridge.

Second Division.

M. P. 220	Land slide (Clay Cut) clogging ditch.
Cochrane	Terminal sidings.

Report of Motive Power and Car Department.

(A. Allan, Master Mechanic.)

New Locomotives.

During the year 1908, the following new locomotives were added to the motive power equipment of this railway:—

Six new engines, Nos. 121, 122, 123, 124, 125, 126, built by the Canadian Locomotive Works of Kingston, Ont. These were received during the month of April. They are of the ten-wheeled type, with cylinders 19 inches in diameter, 24-inch stroke. The diameter of the drivers is 57 inches, and they carry steam pressure of 190 pounds. The weight in working order is 143,800 lbs., of which 113,675 lbs. is on driving wheels. The engines are of a thoroughly modern type (and are equipped with electric headlights), especially designed for freight service.

The six new locomotives, Nos. 115 to 120, inclusive, received from the Locomotive & Machine Company, Montreal, at close of 1907, have been con-

stantly in service both in freight and passenger traffic, and with the six received from Kingston, have been a valuable and most necessary acquisition to the motive power equipment.

Owing to the large amount of construction work which has occupied attention during the summer of 1908, we have been heavily taxed to meet demands for traffic, and, in addition to supply the required number of engines for use in work train service, both for improvements and maintenance, and also in connection with work in hand on extension of line from Matheson to Cochrane.

It has been considered advisable, owing to the amount of work done at Englehart, to consider the purchase of two more switch engines, similar to the 150 and 151 class. In addition to the terminal work at that point we now have the Charlton Branch in operation.

Locomotive Mileage.

During the year of 1908 the engines belonging to this railway have run the mileage as shown below:—

Engine No.	Miles run 1908.	Engine No.	Miles run 1908.
101	19,768	116	33,435
102	24,171	117	26,973
103	32,402	118	28,090
104	11,433	119	50,564
105	27,797	120	30,130
106	30,738	121	22,569
107	28,773	122	24,828
108	27,854	123	24,478
109	26,091	124	16,974
110	22,410	125	22,582
111	42,759	126	19,830
112	52,459	150	26,187
113	24,164	151	27,964
114	43,611		
115	30,617	Total	799,651

Engine Despatch.

The following statement shows the number of engines despatched from the different terminal points during the year:—

Terminal Stations.	Number of Engines Despatched.
North Bay	2,308
New Liskeard	411
Englehart	2,127
Matheson	301
Total	5,147

Repairs and Renewals to Locomotives.

During the year the motive power equipment has been maintained to the necessary standard of efficiency, and the repairs and renewals required from time to time have been executed thereon.

Engine 101 taken into shop January, 1908, given a heavy repair, repainted and varnished, and put in freight service.

Engine 102 taken into shop during March; necessary repairs made and new set of tubles applied.

Engine 104 taken in during March; received new set of driving tires, boiler tubes renewed, repainted and varnished.

Engine 107 taken into shop during July; received new set of driving tires and turned out for work train service.

Engine 108 required to be sent to the repair shop during October on account of cracked driving wheel centres, rendering unsafe for service. New wheel centres were received from Canadian Locomotive Works, Kingston. Engine has been returned to freight traffic.

Engine 109 taken into shops during March; necessary repairs made and engine turned out for passenger service. This engine was derailed in work train service of Contractor T. S. Scott, near Cochrane during October. It is now in repair shop and will be put in serviceable condition.

Engine 110 received necessary repairs during July and returned to work train service.

Engine 111 brought to shop during February and had repairs made to rod brasses, etc., and returned to passenger service.

Engine 112 has rendered good service on passenger trains and was repainted during July.

Engine 113 is at present in repair shop and will be turned out in good condition.

Engine 114 turned out during the month of February, repairs consisting principally to the tender tank and frame.

Engines 115, 116, 117, 118, 119 and 120, being new power, have not required further repairs than ordinary running work to keep them in first class condition. This also applies to the balance of new locomotives from Kingston, which have had no extensive work done on them.

Engine 121 repaired during July on account of damage sustained in construction service on Charlton Branch.

Engine 150 had boiler work done during February, was repainted and varnished and returned to switching service at Cobalt. This engine was also re-tubed during month of April, which was necessary on account of extremely bad quality of Cobalt Lake water.

Engine 151 turned out during the month of June with the driving tires turned.

New tender tank is now on hand and will be applied to engine 110 when returned to shop.

The Motive Power equipment has been generally assigned during the year as follows:—

Engine 101, freight and work train service.
Engine 102, freight and work train service.
Engine 103, freight and work train service.
Engine 104, freight and work train service.
Engine 105, freight and work train service.
Engine 106, freight and work train service.
Engine 107, freight and work train service.

Engine 108, passenger, freight and work train service.
Engine 109, passenger, and work train service.
Engine 110, passenger and work train service.
Engine 111, passenger service.
Engine 112, passenger service.
Engine 113, passenger and work train service.
Engine 114, passenger service.
Engine 115, freight train service.
Engine 116, freight train service.
Engine 117, freight and work train service.
Engine 118, passenger train service.
Engine 119, passenger train service.
Engine 120, freight and work train service.
Engine 121, freight and work train service.
Engine 122, freight and passenger train service.
Engine 123, freight train service.
Engine 124, freight train service.
Engine 125, freight train service.
Engine 126, mixed service between Englehart and Matheson.
Engine 150, in yard service at Cobalt.
Engine 151, in yard service at North Bay Jct.

Each engine has had boiler washed out, once every two weeks—when in regular service—staybolts in fire-boxes have been regularly tested— and renewal made where broken bolts were found.

Nettings in smoke boxes, ashpans, and dampers have been regularly examined, every trip, during the summer season as precaution against fire. During damp weather and at such seasons as the danger from this source would be reduced to minimum, nettings, ashpans, and dampers have been examined twice a week. The necessary records are kept in Master Mechanic's office of these inspections, also of dates on which boilers were washed out. Considerable trouble has been experienced on new section, north of Englehart with engine in Construction service, on account of poor quality of water which at times we were obliged to use.

Repairs to Passenger Equipment.

The following passenger equipment has been repaired at North Bay shop:

First class coach 104, overhauled, painted and varnished during October.

First class coach 105, given a thorough overhauling, repainted and varnished and turned out during June.

First class coach 107, two pair wheels changed during July. This coach was equipped with the Safety Car Heating Equipment and Pintsch Gas.

First class coach 110, in shop during August, equipped with Safety Car Heating System and Pintsch Gas, anad also repainted and varnished.

First class coach 111, is now in repair shop at North Bay.

Second class coach 8, had necessary renewals of wheels made and was equipped with Pintsch Gas, revarnished and turned out during September.

First class coach 112, received repairs in vestibule during April.

The following second class coaches were shipped to the Preston Car & Coach Co's plant at Preston, Ont., for general overhauling, and were returned to North Bay in first class condition:

No. 2 returned July 2nd.
No. 4 returned January 24th.
No. 6 returned March 2nd.
No. 8 returned February 22nd.

The following first class coaches are now undergoing repairs at the Preston Car & Coach Co's plant, numbers 101 and 103.

Second hand coaches 16 and 20 have been fitted up to meet the requirements of Contractor T. S. Scott, repainted and shipped during the month of May.

Coach 22, which was purchased second hand, has had repairs made to draft timbers during August. This coach was fitted up with a partition to be used as temporary waiting room and station at Charlton, and was shipped from North Bay shop on October 26th, 1908.

Baggage and mail car No. 7 is at present in our own shop undergoing repairs.

Repairs to Conductors' Vans.

Van No. 50 repaired and painted and turned out for service August 5th, 1908.

Van No. 51 overhauled, painted and varnished, and turned out during June.

Van No. 55, repaired, repainted and varnished, and turned out for service, November 7th, 1908.

Van No. 57, overhauled, repainted and delivered for service September 16th, 1908.

Repairs to Freight Cars.

Necessary repairs and renewals have been made by the Car Department Staff at North Bay and Englehart, to our freight cars, also those of foreign roads, handled in interchange. Bills have been rendered for repairs made to foreign cars in accordance with schedule of prices laid down by the Master Car Builders' Association. The required number of flat cars have been equipped with aprons for use in ballast service.

Auxilliary Equipment.

The road is now equipped with steam wrecking cranes at North Bay and Englehart, also an auxiliary boarding car and tool car for each outfit.

One flat car has been fitted up with cabin at one end for use in connection with the Englehart Auxiliary. This car also carried the crane apparatus.

Official Car "Temagami."

Official car "Temagami" has been maintained in good condition and repairs made as required.

Official Car "Abitibi."

The car "Abitibi" has been fitted up for use of the Paymaster in going over the line, with necessary counters, etc.

Careful inspection is at all times made to our pasesnger and freight equipment, particularly wheels and axles, and wheels are changed when the flanges wear has reached the prescribed limit.

New Conductors' Vans.

Four new vans, standard pattern, have been received from the Rathbun Company, of Deseronto, Ont., during March, and are numbered 59, 60, 61 and 62.

New Lidgerwood Unloader.

During February, 1908, we received from the F. H. Hopkins Co., Montreal, one new 60 ton Lidgerwood Rapid Unloader.

New Ballast Unloader.

One right hand gravel unloader has been received during the month of March, also one centre ballast unloader. These were also supplied by the F. H. Hopkins Co.

New Steam Cranes.

During the month of May, T. & N. O. Steam Crane No. 2 was received from the Industrial Works, Bay City, Mich., and sent forward to Englehart to be used in connection with the auxiliary at that point.

New Snow Plough.

One new wing plough No. 4, for operation by air, has been received from the Russell Car & Snow Plow Co., Ridgway, Pa.

New Baggage, Mail and Express Cars.

During July, new baggage and express cars, numbers 19 and 21, were received from the Preston Car & Coach Co., of Preston, Ont., and during August, mail and express cars 23 and 25, were received from the same firm.

New Freight Cars.

During the month of October, The Dominion Car and Foundry Company, of Montreal, completed the contract for fifty new 80,000 lb. capacity steel underframe box cars. This is first class freight equipment and will prove a valuable acquisition to the rolling stock.

Water and Pump Houses.

Pumping plants and pump houses at Widdifield, Tomiko, Redwater, Temagami, Latchford, Uno Park, Englehart, have been maintained, inspected and necessary work done with regard to cleaning boilers and tubes, also repairs to pumps.

New pumping stations have been completed at Swastika, Bourkes, and Matheson, and necessary water service equipment is in course of erection at Nellie Lake and Cochrane.

Shop Tools, Equipment and Terminal Facilities.

During the year the following new equipment has been received for use at North Bay:—

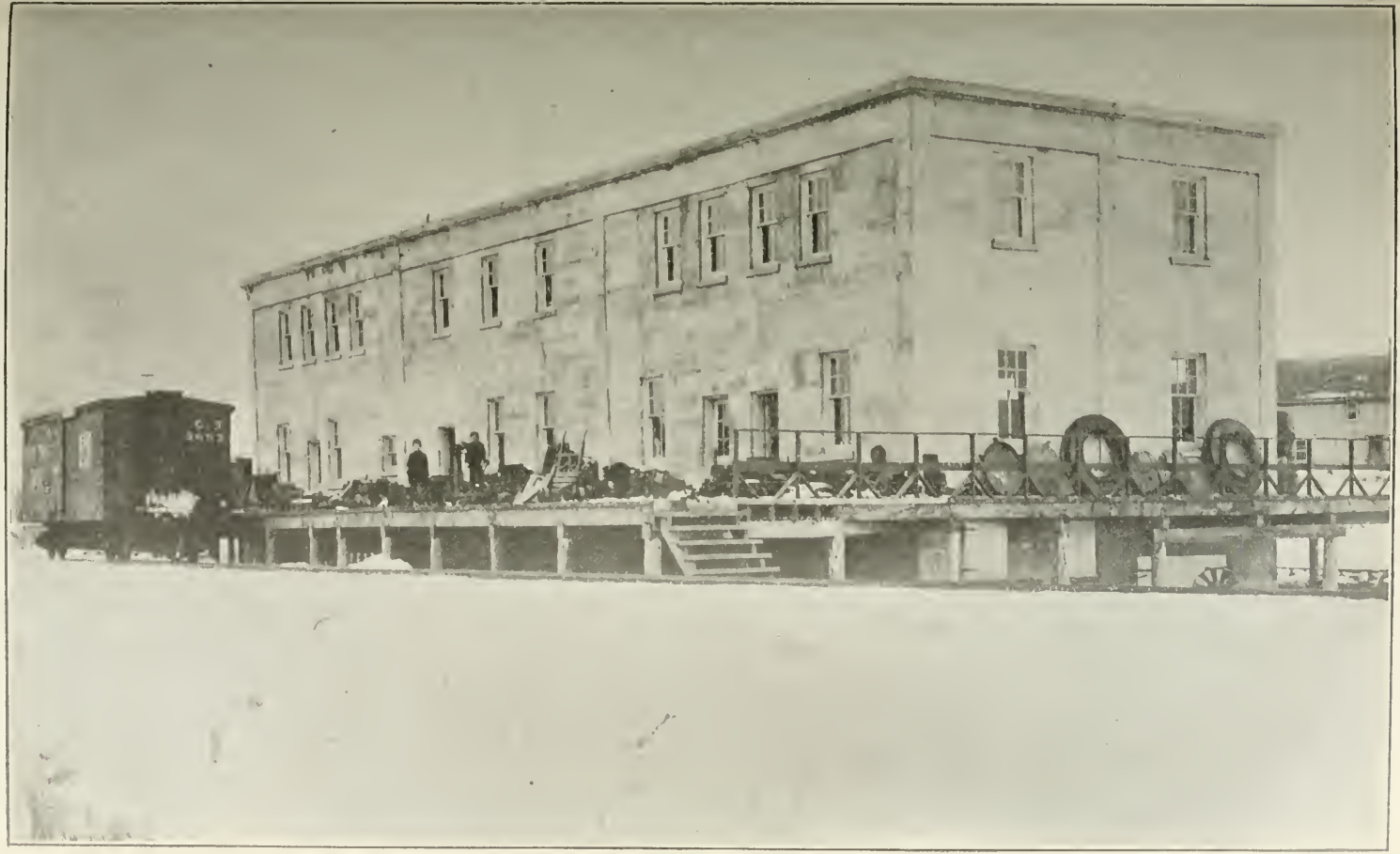
One 16-inch combined punch and shearing machine, supplied during March, by the London Machine Tool Co., Hamilton, Ont.

One 800 lb. single frame steam hammer, from the Jno. Bertram & Son Co., of Dundas, Ont.

One new ash and cinder conveyor from the Standard Engineering Co., Toronto, Ont.

One 36-inch vertical drill received from the Bertram Co., Dundas, Ont.

One new tube welding machine from the Draper Manufacturing Co., Port Huron, Mich.



Concrete Stores Building, North Bay.

One 75 H. P. tubular boiler.
One pneumatic tube beading machine.
One waste cleaning machine.
One 10 ton travelling crane, for use in machine shop.
One pneumatic portable drill.
One pneumatic machine for mounting couplings on steam and air hose for locomotives and cars.

In addition to the above special tools, one iron rack has been built for storing different sizes of bar iron, tool and spring steel. We have also put up two air brake benches and machine for testing triple valves.

The extension to North Bay Roundhouse was completed during month of July. The blacksmith shop, pipe fitting, and tin shop were finished early in the year and have been of great assistance.

At Englehart, one new cinder hoist has been received, the Robertson pattern, also one 10-inch x 14-inch air compressor, built by Canadian Rand Company.

The new coal chute was completed early in the year and has been in constant service.

The store-room, engineer's bunk room and office have been completed during latter portion of the season, and fitted up to meet the requirements.

The turn table has also been finished and is giving good service.

At North Bay, have erected small building for keeping tools and small supplies of materials in connection with car repairs, which is economical in facilitating the work. Building is also used for Car Chargeman's office.

New store building at North Bay Jct., and new General Office building in the town, necessitated additional equipment to meet the damand for light.

A 50 k.w. alternating current generator has been installed in place of former direct current one, and roundhouse machine shop, stores building, general office building, and freight shed arranged for electric lighting. Transmission lines have been constructed to all the above buildings.

At Englehart a 50 k.w. alternating current generator has been installed. Depot, roundhouse, machine shop, and stores building have been arranged for lighting. Transmission lines constructed to all above buildings and also for the operation of two electric pumps which are being installed on artesian wells.

Scrap Material.

All scrap material, broken cast iron and old rubber, etc., is carefully collected and turned in to the scrap bins, under the proper head. This is disposed of by the Stores Department.

New General Office Building and Stores Building, North Bay.

Considerable work has been done in connection with the fitting up of the new General Office Building in the way of electric wiring, etc.

The new Stores Building at North Bay Jct. has been fitted with steam heat equipment, operated from our shop boilers, and wired for electric light to be supplied from our own plant.

The old Store Building at the Jct. which contains the office of the General Roadmaster, Bridge and Building Department, office Agent's and telegraph office, as well as Master Mechanic's quarters, has been fitted up for heating by steam from shop boiler plant.

At Cobalt new engine shed has been completed and during the month of November was arranged to house the Cobalt switch engine each night, instead of returning them to New Liskeard as formerly.

At Matheson we have completed engine shed which will be used temporarily, until more substantial structures are completed at Cochrane.

During the year improvement has been made in the matter of lighting our passenger coaches, number of which have been equipped for the Pintsch Gas. A further advance will be made in this direction during the year, it being the intention of the Pintsch Compressing Co. to erect plant for manufacturing this product at North Bay.

The appointment of a Watch Inspector at close of the year 1907, has been beneficial to the service, engineers and firemen being required to supply themselves with standard watches which are regularly inspected to prevent possible accident from this cause.

The appointment of Travelling Engineer was made from our staff, May 1st, 1908, which has been followed by beneficial results, in the education of engineers and firemen in regard to economy in coal consumption, oil supply, cleanliness, inspection of engines, and other matters in connection with the Motive Power Department.

Railway Instruction Car was secured (for a time) during the summer at which daily classes were held, and being equipped with modern appliances, such as are used on locomotives and in connection with car work, was of material advantage in connection with the instruction of our employees. The car was at North Bay for some days, then moved north to Englehart for the benefit of the men at that point.

The engineers and firemen have passed a standard system of examination in regard to eye-sight, colour sense and hearing and new men as they are taken on require to pass the examination.

The introduction of electric headlights has marked another forward step in the matter of locomotive equipment, as this is acknowledged to be a really first class light and enables objects ahead to be readily discerned.

The matter of tool equipment has received attention, and in order to prevent waste through loss of wrenches, torches, spanners, etc., each locomotive engineer has been supplied with a small metal box in which to keep his own equipment and for which he is responsible. This has been found to be a decided economy.

The requirements of the Dominion Railway Commission have been fulfilled in matter of equipping our engines with netting on new standard mesh, in the front end, also with regard to injector overflows.

The matter of Motor Cars for short lines has received careful inquiry and consideration. Motor Cars have been inspected on Canadian and United States Roads, with a view to the introduction on the Temiskaming. This matter, however, is still under investigation.

Work Done and Repairs Made for Outside Companies and Firms.

Cleveland Saw Mills Co., Sarnia, Ont.—At request of this Company, Boiler Maker examined Locomotive No. 6 and made report on condition of boiler and fire box. Bills have been rendered for repairs to a number of flat cars belonging to this road and also to connecting lines, which were damaged on their tracks. One headlamp was repaired during July and bill rendered to cover. Three claw bars repaired during February.

A. R. Macdonell, Contractor.—Following work has been done for this firm:

Repairs to Steam Shovel 557, brasses, etc.

Repairs to flat car 124, at Englehart, two pair steel tired truck wheels turned up in North Bay shop.

Repairs to engine 17 at North Bay.

Repairs to flat car 98 at North Bay.

Repairs to flat car 128.

Loading one car wheels on their No. 35, North Bay.

Bills have been rendered to cover all work, also for sundry oil, etc., supplied to contractor's equipment while moving south, and for water supplied to his engines from the tanks of this railway. Account has been rendered to cover damages to engine 109, for which they were responsible.

Canadian Pacific Railway.—Steam crane No. 1 was loaned to C. P. R. for use at mileage 11½ west of North Bay, January 20th, 1908, for which proper bill has been rendered. Crane was also loaned for use at Mackeys Station, October 25th, 1908, and proper bill rendered to cover charge.

One lead sink relined for the restaurant at Temagami station, during June, and proper account sent in.

Light repairs made to machinery for W. Milne & Sons at Trout Lake, during April.

Steam crane was loaned on April 15th to the Montreal Refining and Reduction Co., for unloading one car of machinery at their plant at Trout Mills, for which proper charges were made.

Work for Contractor T. S. Scott.—One track-laying machine repaired during month of April. Number of flat cars fitted up for gravel service as required. Six flat cars fitted with sides for loading coal. Twenty-four cast-iron lorry wheels fitted with axles during month of May. Number of jack boats, blocks, planks, chains, etc., were fitted up during May, and shipped to Driftwood City, also some short pieces of rails with necessary bridles, fish-plates, stop blocks and bolts. Coaches 16 and 20 were repaired and sold to the contractor for living cars on the construction work between Matheson and Cochrane.

Bills have been rendered monthly to cover all work done for construction, including engine rental, repairs, water supplied construction engines and other miscellaneous charges.

Rolling Stock and Equipment.

The motive power, equipment, passenger, freight and other rolling stock of this railway, December 31st, 1908, is comprised of the following:—

26 road engines.
2 switch engines.
2 official cars.
14 first class coaches.
21 second class and workmen's coaches.
4 baggage and mail cars.
2 mail and express cars.
13 conductors' vans.
7 baggage and express cars.
2 auxiliary boarding cars.
10 stock cars.
100 box cars.
489 flat cars.
3 snow plows.
2 snow flangers.
4 gravel plows.
2 steam cranes.
2 steam shovels.
2 Lidgerwood Rapid Unloaders.
7 flat cars assigned to special service.
2 auxiliary tool cars.

Report of J. J. O'Neill, Bridge and Building Master.

The bridge and building department was under supervision of the Chief Engineer until July 1st, 1908, passed to supervision of Superintendent, and presenting annual report for the year 1908, wish to thank heads of departments for many courtesies extended during the year.

New office Building, North Bay.—This office was equipped with pigeon holes, cabinets, tables, counters, etc., by our forces at North Bay Junction.

Freight Shed Platform, North Bay.—Platform 150 feet x 6 feet was erected on north side of this building.

Terminals, North Bay Junction.

New Shops.—Tool room and office for locomotive foreman putting up shafting and installing machinery, concrete foundation for same, electric wiring for entire building, flooring machine shop and engine shed, flooring pits, engine shed, concrete floor in boiler room and between washout pits, casing windows and doors and painting same, putting up smoke jacks, building cupboards and benches.

Blacksmith Shop.—Removing of forms, installing machinery, putting up ventilators, building iron rack and coal shed, putting up benches and shelving in tinsmith shop.

Cinder Hoist.—Laying foundation and setting up hoist, covering air and steam pipes for same.

Hot Well.—Building floor and walls (concrete), inside measurement 16 feet x 17 feet x 18 feet.

Car Repairer's Building.—Shelving and fixtures, covering of steam pipes from new shops.

Track Scales.—Concrete foundation built, and installation under supervision of expert.

Semaphore.—Semaphore erected on main line 1,708 feet north of north switch. Small platform was constructed for lever. The wire crossing the road leading to Callender was carried on poles high enough to allow load of hay to pass.

Depot, Old Stores and Offices.—The room formerly occupied by stores has been converted into three rooms, one 19 feet x 17 feet 6 inches, for lost baggage and freight, one 19 feet x 11 feet, store room for agent and one 30 feet x 24 feet 6 inches, being used by master mechanic for storage. Alterations were made to offices up-stairs and roof repaired and tarred.

Water Tank.—New floor was put in the small concrete catch basin built.

Stations.

Widdifield.—General repairs.

Tomiko.—New seats were made at carpenter shop, North Bay Junction, and train order signal installed.

Diver.—Door was cut in rear of building, pantry built, new storm windows were fitted.

Redwater.—Same as Diver.

Temagami.—Screens and screen doors were put on.

Latchford.—General waiting room extended fifteen feet and general repairs made to building and platform.

Cobalt.—Alterations made to office, new seats made and installed, general repairs to building, and platform extended 125 feet.

North Cobalt.—Floor put in cellar, train order signal put up and two closets built.

Haileybury.—General repairs to building and platform.

New Liskeard.—Same as Haileybury.

Uno Park.—General repairs and platform extended 145 feet.

Thornloe.—Train order signal put up and new seats made and installed.

Earlton.—General repairs and new concrete floor laid in cellar.

Heaslip.—A new platform 245 feet long was built.

Englehart.—In restaurant opening made in counter, pipe put in to carry off gas from cooking stove, two stairs built, one into dining room and one at back. Coal bin built in cellar to hold thirty tons of coal. Cellar divided into three rooms and entire building equipped with storm windows.

Charlton.—A boarding car fitted up as a temporary station.

Second Division.

Krugersdorf.—A platform 100 feet long built.

Dane.—Shelving, pigeon holes and counter were put in, new seats made and installed, train order signal put up and new kitchen built.

Swastika.—Two platforms, each 100 feet long, built.

Sisekinika.—The old Moose Lake station was shipped here and fitted up.

Matheson.—Shelving, pigeon holes and counter were put in, the roof shingled, building clapboarded, and painted, train order signal put up.

Cochrane.—Building 30 feet x 150 feet erected on freight shed site, 20 feet of one end fitted up for office, 30 feet for a waiting room and balance for freight shed purposes.

Tanks.

All tanks along the line were inspected regularly and maintained. During the fires last summer roof of Widdifield tank caught, was put out before much damage was done.

Agents', Section and Tool Houses.

All agents' and section houses were carefully maintained from North Bay to Matheson, and repairs made when required, all were equipped with screens and screen doors.

Tool houses 14 feet x 16 feet erected at following places: Kerr Lake branch, Charlton branch, Krugersdorf, mileage 151, Dane, Kenogami, Sisekinika, Bourkes, mileage 188¼, Ramore and two at Matheson.

Freight Sheds.

Necessary repairs were made to all freight sheds from North Bay to Matheson. Cobalt shed was completely overhauled, new office with chimney, shelving and pigeon holes built, baggage and express room also fitted up. The new shed at Haileybury equipped in the same way. Sidewalk 3 feet, 6 inches x 308 feet laid from freight shed to the track at Haileybury.

Englehart.—This building was fitted up with counters, shelving and pigeon holes. New platform 198 feet long built.

Other Buildings.

Cobalt.—The telegraph and mining engineer's office was completely renovated. Coal dock 12 feet x 75 feet was built from material taken from old running shed at New Liskeard. House 8 feet x 10 feet was built for oil. Two smoke jacks were erected on running shed, Kerr Lake branch.

Haileybury.—Shelter was built over steam launch. An oil platform was constructed.

Englehart.—Alterations and general repairs were made to car repairers' building.

New Shops.—Practically the same work was performed here as at North Bay Junction.

New Stores.—Pigeon holes, counters, shelving and stands for the old tanks were installed.

Tenement House.—New storm doors and windows were fitted and put on. The drain relaid.

Swastika.—Coal bin was built to hold a reserve supply of coal.

Bourkes.—Same as Swastika.

Matheson.—Coal dock 12 feet x 200 feet was erected. Pump-house, coal shed and coal slide were built.

Cochrane.—Temporary water tank and pump house put up. Coal dock 12 feet x 200 feet was constructed.

Seven portable cattle runways were made and shipped to following places: Latchford, Cobalt, North Cobalt, Haileybury, Thornloe, Earlton and Heaslip.

The entire heating apparatus from North Bay to Matheson inspected and put in order for the winter.

All woodwork in connection with repairs and renewals to locomotives, coaches, baggage cars, vans, box cars, flat cars and foreign cars performed by our forces at North Bay Junction.

All work for road department such as grindstone frames, well curbs, sign boards, track shims, switch blocks, hand cars, lorries, cattle guards, bob sleighs, crossing posts, tool boxes, wheelbarrows, dump carts, yard limit boards and posts, ballast gauges, levelling boards and aprons on flat cars for construction work performed at North Bay Junction. Repairs made to steam shovels, flangers, snow plows and ballast plows. Unloaders No. 1 and No. 2 were rebuilt.

One million and ninety thousand feet of lumber handled by our forces at North Bay Junction, all of which was in the rough, much of which was rehandled in order to convert it into necessary grades and sizes.

Maintenance of Way and Structures.

Telegraph and telephone lines	$49 93
Work equipment, repairs, B. and B. Depart.	26 45
Work equipment, repairs, Road Dept.	231 17
Work performed for Road Department	2,553 98

Buildings, Fixtures and Grounds.

North Bay, freight shed	7 50
North Bay, old Manitou building	36 34
North Bay Junction, water tank	28 53
North Bay Junction, blacksmith shop	1 75
North Bay Junction, old stores building	6 25
North Bay Junction, coal chutes	105 87

North Bay Junction, cinder pit	$ 3 47
North Bay Junction, old machine shop	15 25
North Bay Junction, building near coal chutes	2 15
North Bay Junction, company's houses.	110 26
Trout Mills station	13 18
Woodland freight shed	13 17
Widdifield station	21 48
Widdifield tank	98 22
Diver station	14 05
Otter section house	73 72
Temagami station	16 87
Latchford station	58 33
Latchford station platform	13 70
Latchford freight shed	39 10
Latchford agent's house	4 15
Latchford tank	125 69
Gillies station	3 88
Cobalt station	57 31
Cobalt station platform	38 50
Cobalt freight shed	19 56
Haileybury station	38 27
Haileybury station platform	14 50
Haileybury section house	12 32
Haileybury freight shed (old)	60 15
New Liskeard station	44 50
New Liskeard freight shed	23 50
New Liskeard tank	3 39
New Liskeard station platform	29 20
New Liskeard running shed (taking down)	92 71
Uno Park station	9 98
Uno Park tank	2 18
Earlton station	7 62
Heaslip old platform	17 95
Heaslip freight shed	11 80
Heaslip section house	24 22
Englehart station	63 78
Englehart car repairers' building	9 14
Englehart section house	15 97
Englehart septic tank	3 72
Englehart tenement house	16 50
Englehart coal chutes	83 93

Second Division.

Krugersdorf section house	10 50
Swastika tank	24 43
Kenogami section house	7 00
Sisekinika section house	10 50
Burkes section house	10 50
Mileage 188¼ section house	10 50
Ramore section house	10 50
Matheson water tank	23 25

Maintenance of Equipment.	
Steam locomotives, repairs and renewals	$1,882 79
Passenger train cars, repairs and renewals	1,974 55
Freight train cars, repairs and renewals	1,663 64
Shop machinery and tools, B. and B. Dept.	255 23
Shop machinery and tools, Mechanical Dept.	274 20
Other expenses	5,099 77
Traffic Expenses.	
Advertising	11 21
Transportation Expenses.	
Coal and ore dock	23 43
Station supplies and expenses	199 67
Water for road locomotives	5 63
Operating power plants	55 56
Train supplies and expenses	131 06
Other expenses	54 80
General Expenses.	
General office supplies and expenses	181 46
Construction.	
General	195 17
Individuals and Companies.	
Crown Lands Department	30 99
McRae, Chandler & McNeil	26 06
R. T. Scott	129 66
Cochrane town site	11 40
Construction First Division.	
North Bay Junction, cinder hoist	96 91
North Bay, freight shed platform	20 40
North Bay, new office building	890 59
North Bay Junction, track scales	576 75
North Bay Junction, semaphore	141 81
North Bay Junction, hot well	196 74
North Bay Junction, water tank	3 75
North Bay Junction, New stores building	1,588 53
North Bay Junction, blacksmith shop	113 78
North Bay Junction, coal shed and pipe rack	144 36
North Bay Junction, cinder pit	48 27
North Bay Junction, new shops	3,358 76
North Bay Junction, old stores building (alterations)	119 91
North Bay Junction, car repairers' building	116 00
Mulock section house	2 13
Tomiko station	83 04
Riddle section house	2 13
Diver station	46 51
Bushnell section house	2 13

Terminus, Kerr Lake Branch.

Redwater Station	$46 68
Redwater tool house completion	14 75
Redwater section house	2 13
Doherty section house	2 13
Temagami station	1 17
Temagami agents' house	1 17
Rib Lake section house	2 13
Johnson section house	2 13
Latchford station addition	424 76
Latchford agents' house	1 17
Cobalt station office alterations	71 75
Cobalt platform addition	73 64
Cobalt mining engineer's office	302 90
Cobalt agent's house	1 07
Cobalt coal dock	103 66
Cobalt freight shed alterations	303 03
Cobalt baggage and express room	23 03
Cobalt oil house	51 70
Kerr Lake Branch tool house	87 35
Kerr Lake Branch tool house (moving, site changed)	20 50
Kerr Lake Branch running shed (smoke jacks)	78 94
Kerr Lake Branch mile boards	21 39
North Cobalt station and closets	336 25
Haileybury agent's house	1 17
Haileybury baggage and express room	29 25
Haileybury freight shed sidewalk	21 27
Haileybury oil platform	57 74
Haileybury freight shed	78 00
Haileybury, shelter over boat	16 03
New Liskeard tank	17 10
Uno Park platform extension	93 82
Thornloe station	44 38
Thornloe section house	2 13
Thornloe platform	64 25
Earlton station celllar floor (concrete)	80 23
Earlton freight shed	158 20
Earlton coal bin	48 11
Earlton station platform extension	108 15
Heaslip platform extension	122 10
Euglehart station	200 05
Englehart turntable	5 80
Englehart car repairer's building	42 06
Englehart coal bin for pump house	61 06
Englehart restaurant alterations	244 00
Englehart freight shed	60 39
Englehart freight shed platform	100 50
Englehart new shops	2,801 29
Englehart coal shed	38 23
Englehart tenement house	52 98
Englehart new stores building	268 03
Englehart hot well	69 06
Charlton Branch tool house	75 98
Charlton temporary station	7 85

2nd Division

Krugerdorf platform	$110 07
Krugerdorf tool house	83 00
Krugerdorf section house	2 13
Mileage 151 tool house	82 25
Mileage 151 section house	2 13
Dane station	148 12
Dane kitchen	101 09
Dane section house	2 13
Dane tool house	83 50
Swastika coal bin	103 87
Swastika tank	2 81
Swastika platform	168 00
Kenogami tool house	115 75
Kenogami section house	4 63
Sisekinika tool house	84 75
Sisekinika section house	4 63
Sisekinika station	101 91
Bourkes tool house	83 75
Bourkes coal bin	61 75
Bourkes tank	7 82
Bourkes section house	4 63
Mileage 188¼ tool house	81 50
Mileage 188¼ section house	4 30
Ramore tool house	85 50
Ramore section house	4 64
Matheson freight shed and station	488 88
Matheson engine shed	88 95
Matheson coal dock	351 24
Matheson tool house No. 1, completion	14 00
Matheson tool house No. 2	82 50
Matheson pump house and coal bin	893 25
Cochrane freight shed and temporary station	1,801 91
Cochrane temporary water tank	135 04
Cochrane temporary pump house	35 34
Cochrane coal dock	219 71
Cochrane temporary bunk room	12 73
Seven portable stock runways	73 39
Construction (general)	195 17
Total	$37,110 51

Report of Arthur A. Cole, Mining Engineer for Cobalt District, for Calendar Year, 1908.

The Cobalt District with its phenominally rich deposits of native silver and other silver ores was naturally an ideal camp for the stock boomer and "wildcat" operator. It was not surprising therefore, that very early in the District's history an enormous crop of such schemes sprang up, which not only gave the district a very unsavory reputation to the outside world, but greatly impeded progress, by keeping out much of the capital that was needed for development, and which would otherwise have been readily available.

In the face of such setbacks Cobalt's advance has been steady and remarkable, and to-day, while only five years old, it must be reckoned as an important factor in the world's production of silver.

The approximate production of the world, the United States and Cobalt for the year 1908 is as follows:—

World's production of silver for 1908, 194,000,000 ozs.

United States production of silver for 1908, 51,798,053 ozs.

Cobalt's production of silver for 1908, 18,000,000 ozs.

It will thus be seen that Cobalt supplied over 9% of the world's porduction during 1908.

The following tabulation illustrates the advance that Canada has made as a silver producing country, the advance in great part being due to the Cobalt production.

Country.	1906	1907	1908
Mexico	68,500,000 ozs	65,600,000 ozs	69,000,000 ozs
United States	56,517,900 "	58,850,615 "	51,798,053 "
Autralasia	13,519,410 "	17,516,433 "	.....
Germany	11,649,160 "	12,439,896 "	.....
Canada	8,568,685 "	12,750,004 "	21,000,000 "
World's production	184,552,343 ozs	193,542,381 ozs	194,000,000 ozs

The above figures for 1906 and 1907 were obtained from the Mineral Industry, while those for 1908 are estimated.

Canada thus takes 5th place in 1906, 4th place in 1907 and probably 3rd place in 1908.

Table I following gives the tonnage of ore production from Cobalt for the calendar year 1908, and Table II. shows the total tonnage from the commencement of operations in the District.

Table 1.

Shipments from the Cobalt District for tne Calendar Year 1908.

(In Tons of 2,000 Pounds.)

	Mine.	Jan.	Feb	Mar.	April.	May.	June.	July.	Aug.	Sept.	Oct.	Nov.	Dec.	Totals.
1	Buffalo	89.83	63.20	53.35	51.94	46.22	41.57	31 78	43.75	32.35	00.40	54.25	28.26	536.90
2	Casey Cobalt	.....	.....	10.00	.....	.....	.....	.....	.....	.....	.....	.....	.....	10 00
3	Chambers- Ferland	.....	.....	.....	.....	.....	.....	.....	30.61	59.19	69.96	30.23	33.90	223.89
4	City of Cobalt	.....	50.00	60.97	55.26	.....	112.23	82.79	21.64	123.60	115.25	65.55	73.75	761.04
5	Cobalt Central	20.00	.....	24.85	28.74	23.72	26.27	20.11	22.63	48.53	41.41	20.53	.....	*276.79
6	Cobalt Lake	24.44	32.45	30.76	1.96	33.25	.....	48.93	.....	22.81	30.37	.....	.....	225.97
7	Cobalt Townsite	20.80	.....	20.56	.....	.....	.....	21.90	69.95	20.00	.....	24.50	.....	177.71
8	Couiagas	67.86	32.45	93.30	.....	62.13	62.65	41.45	31.89	94.58	63.20	32.09	28.65	610.25
9	Crown Reserve	.....	6.84	.....	19.27	.....	22.56	22.00	28.20	30.01	136.05	206.57	185.45	657.35
10	Drummond	.....	46.17	.....	.....	28.13	19.80	85.73	152.35	546.34	121.94	76.41	84.51	1,161.38
11	Foster	54.30	.....	.....	.....	34.90	.....	.....	.....	29.60	.....	72.40	.....	191.20
12	Kerr Lake	20.64	21.05	92.73	30.57	31.30	79.50	31.20	31.34	38.14	162.80	29.95	91.02	660.24
13	King Edward (Watts)	32.00	61.45	25.90	.....	65.22	30.08	29.00	56.61	37.93	.....	.....	.....	338.19
14	La Rose	459.97	71.06	388.37	431.90	161.90	180.94	467.07	638.85	429.25	524.69	601.57	487.60	4,843.17
15	McKinley-Darragh	64.70	193.52	121.33	181.66	126.24	125.05	174.14	95.51	26.53	186.37	379.64	133.70	1,808.39
16	Nancy Helen	.....	.....	69.52	.....	.....	.....	111.40	.....	.....	.....	20.40	.....	201.32
17	Nipissing	188.97	127.32	125.93	105.79	293.12	234.98	366.67	243.80	600.91	396 .42	412.87	475.18	3,571.96
18	Nova Scotia	20.39	.....	20.00	13.80	53.47	21.50	20.11	21.70	19.53	26.55	20.90	.....	237.95
19	O'Brien	202.89	264.27	258.78	125.53	392.00	286.96	358.97	363.23	376.60	284.49	290.68	255.11	3,459 51
20	Peterson Lake (Little Nip)	.....	.....	.....	.....	.....	20.05	20.62	.....	.....	.....	.....	.....	40.67
21	Provincial	.....	.....	24.60	51.24	.....	.....	.....	.....	.....	.....	.....	.....	75.84
22	Right-of-Way	.....	.....	29.35	.....	90 04	60.37	88.59	90.48	136.96	100.76	31.90	122.59	750.04
23	Silver Bar	0.58	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	00.58
24	Silver Cliff	26.80	.....	.....	.....	.....	.....	.....	.....	.....	.....	63.77	69.87	160.44
25	Silver Leaf	31.00	.....	.....	35.40	32.26	.....	31.73	.....	.....	66.64	.....	.....	197.03
26	Silver Queen	125.40	.....	119.59	21.95	59.25	.....	124.21	123.59	125 59	89.43	.....	96.69	885.70
27	Temiskaming	29.70	26.90	56.12	60.50	46.30	92.88	20.65	50.65	80.97	91.80	59.77	178.96	795.20
28	Temiskaming & Hudson Bay	.....	99.05	36.15	.....	29.76	31.85	31.40	190.40	143.80	345.89	122.93	63.00	1,094.23
29	Tretheway	.....	88.80	153.11	96.49	159.14	133.85	115.65	180.43	26.97	95.93	65.60	292.72	1,408.69
30	Victoria	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	00.47	00.47
	Totals	1,481.27	1,184.53	1,815 27	1,312 00	1,768.35	1,583.09	2,346.10	2,487.61	3,049.19	2,950.75	2,682.51	2,701.43	25,362.10

*88.80 of this amount is to be credited to Bailey which is now under lease to the Cobalt Central.

Table 11.

Ore Shipments from the Cobalt District for the Years 1904 to 1908.

(Tons of 2,000 Pounds.)

Mine.	1904.	1905.	1906.	1907.	1908.	Totals.
1. Bailey			30.00		88.00	118.00
2. Buffalo		200.80	992.80	1,241.54	*536.90	2,972.04
3. Casey Cobalt					10.00	10.00
4. Chambers-Ferland					223.89	223.89
5. City of Cobalt				50.61	761.04	811.65
6. Cobalt Central				77.33	187.99	265.32
7. Cobalt Lake					225.97	225.97
8. Cobalt Townsite				143.22	177.71	320.93
9. Colonial			15.00	40.38		55.38
10. Coniagas		30.60	422.02	2,447.37	*610.25	3,510.24
11. Crown Reserve					657.35	657.35
12. Drummond	50	32.15	274.70	104.13	1,161.38	1,572.86
13. Foster		83.85	117.00	312.13	191.20	704.18
14. Green Meehan			37.03	98.39		135.42
15. Imperial Cobalt				14.61		14.61
16. Kerr Lake		54.95	158.35	319.76	660.24	1,193.30
17. King Edward (Watts)		19.00		31.12	338.19	388.31
18. La Rose	60.05	607.86	854.61	2,815.45	4,843.17	9,181.14
19. Lawson		14.61		61.12		75.73
20. McKinley-Darragh	20.00	447.09	80.45	742.42	1,808.39	3,098.35
21. Nancy Helen				30.10	201.32	231.42
22. Nipissing	57.00	486.02	2,125.08	2,538.26	3,571.96	8,778.32
23. Nova Scotia			43.95	272.21	237.95	554.11
24. O'Brien		26.32	114.18	1,491.61	3,459.51	5,091.62
25. Peterson Lake (Little Nip)					40.67	40.67
26. Princess				3.93		3.93
27. Red Rock				45.71		45.71
28. Right of Way			46.25	129.37	750.04	925.66
29. Silver Bar					58	58
30. Silver Cliff					160.44	160.44
31. Silver Leaf		9.00		46.36	197.03	252.39
32. Silver Queen		44.73	130.94	478.57	885.70	1,539.94
33. Temiskaming				204.32	795.20	999.52
34. Temiskaming Cobalt			20.47	67.98		88.45
35. Temiskaming & Hudson Bay				149.53	1,094.23	1,243.76
36. Tretheway	21.00	218.58	198.48	833.58	1,408.69	2,680.33
37. University		16.00	155.28	60.23		231.51
38. Victoria					47	47
39. Violet		16.00	20.00			36.00
40. White Silver Mining Co.		28.45				28.45
Total	158.55	2,336.01	5,836.59	14,851.34	25,362.10	48,544.59

Note.—The tonnage shipped during 1908 was greater than the total production of the four previous years.

* See folio 14 *re* concentration.

The following values are given by the Ontario Bureau of Mines for the shipments from the Cobalt District for 1904, 1905, 1906 and 1907. The value for 1908 is estimated.

1904	$ 136,217 00
1905	1,485,570 00
1906	3,573,908 00
1907	6,155.391 00
1908 (estimated)	9,000,000 00
Total	$20,351,086 00

The outputs for 1907 and 1908 were distributed for treatment as follows:—

Country.	1907		1908	
	Tons	%	Tons	%
Canada	2,585.05	17.40	7,401.14	29.18
Great Britain	167.13	1.13	222.08	.88
Germany	.....	.....	229.46	1.18
United States	12,098.95	81.47	17,439.42	68.76
Total	14,851.34	100.00	23,362.10	100.00

Almost all the ore treated in Canada was high grade, so that while the tonnage was less than one-third of the total, the value was greater than that of all the ore shipped out of the country.

Silver.

A disappointing feature of the year from the silver mining standpoint has been the continued depression in the price of silver. Towards the close of 1907 the price of silver fell rapidly and 1908 was marked by an almost continued decline. The maximum price was that of 7th January, 58⅜ cents, the minimum being 47⅝ cents, on the 2nd December. The average price for the year was 52.864 or nearly 12½ cents below the average price for 1907.

The average price by months in cents per fine ounce, at New York, taken form the Engineering and Mining Journal, was as follows:—

January	55.678	July	53.115
February	56.000	August	51.683
March	55.365	September	51.720
April	54.565	October	51.431
May	52.795	November	49.647
June	53.663	December	48.769

The causes for the low price of silver were varied. The almost universal business depression caused a large falling off in the demand for silver in the arts. Another powerful factor was the unrest in the market of the far east, China and India, at times, offering silver while they are usually consistently heavy buyers.

The production of silver in the United States is made in connection with that of lead, copper and other metals. Silver is thus a by-product, and as such its production is not likely to be materially affected by the low price of silver. In Mexico it costs 40 cents per ounce to produce refined silver, so that at the present price the margin of profit is very small, and this accounts for the closing down of some of the Mexican mines lately.

In Cobalt the cost of production in the principal mines is under 20 cents per ounce. This is one of the reasons why Cobalt's output has continued to rise even in the face of a falling market.

Cobalt.

Cobalt is seldom seen in the metallic state as it is marketed exclusively in the form of oxide. Throughout 1907 the oxide sold for $2.50 per pound. In March of 1908 a violent rate war caused the price to be cut at frequent intervals until on April 1st it was $1.45 per pound, a reduction of $1.05 in a few weeks.

The world's annual consumption of Cobalt is about 300 tons. On account of the restricted market and the large production in the Cobalt district, the marketing of Cobalt ores for the Cobalt contents has been difficult. The Anglo-French Nickel Co., of Swansea, Wales, came in to the market for a carload of ore from time to time as the demand warranted it.

In the early part of 1908 this company paid the following prices for Cobalt:—

8 to 10%	Cobalt,	35	cents	per	pound,	Cobalt.
10.1 " 12%	"	40	"	"	"	"
12.1 " 14%	"	45	"	"	"	"
14.1 " 16%	"	50	"	"	"	"
16% or over	"	55	"	"	"	"

After April the prices offered were 10 cents per pound lower than above, and at the end of the year they were out of the market entirely. There is every likelihood that the next price offered will be still lower.

The Canadian Copper Co. and the Deloro Mining and Reduction Company each pays for Cobalt in ore when it goes 6% or over, providing that the nickel contents are lower than the Cobalt contents.

Arsenic.

For a time one smelting company did pay a small amount for arsenic, but this has been cut out of the latest schedule, so that no arsenic is now paid for though several smelting companies save, refine and market as a by-product in the form of white arsenic.

Nickel.

Up to the present nickel contents of ores from Cobalt have been considered more of a detriment than otherwise.

Smelting.

The following smelting companies have received and treated ore from Cobalt during 1908.

1. Anglo-French Nickel Company, Swansea, Wales.
2. American Smelting & Refining Co., Perth Amboy, N.J., Denver, Col.
3. Balbach Smelting & Refining Co., Newark, N. J.

4. Beer, Sondheimer Co., Hamburg, Germany.
5. Canadian Copper Co., Copper Cliff, Ont.
6. Coniagas Reduction Company of Canada, Thorold, Ont.
7. Consolidated Mining & Smelting Co., Trail, B.C.
8. Deloro Mining & Reduction Co., Deloro, Ont.
9. Pennsylvania Smelting Company, Carnegie, Pa.
10. The United States Metal & Refining Co., Chrome, N.J.

1. Anglo-French Nickel Company, Swansea, Wales.

The prices paid by this company for Cobalt ores are given under the heading "Cobalt," page 6. Payment was made for the Cobalt contents and no allowance was made for the silver values in the ore purchased.

2. American Smelting & Refining Co., New York.

This company received ores from Cobalt at its plants at Perth Amboy, N.J., and Denver, Col. The schedule offered was as follows:

For Ores Assaying 1,500 Ounces or Over per Ton.

Silver.—Pay for 94% of the silver contents at the New York quotations.

Treatment Charge.—$10.00 per ton of 2,000 pounds, dry weight, plus one-half cent on each ounce of silver contained.

Arsenic.—An addition to the working charge will be made at the rate of twenty-five cents per dry ton for each per cent. of arsenic in excess of 5 per cent. Sampling free.

Payment.—Thirty days after agreement of assays.

For Ores Under 1,500 Ounces and Over 60 Ounces per Ton.

Silver.—Payment for 93% of the silver contents at the New York quotations.

Treatment Charge.—$9.00 per ton of 2,000 pounds, dry weight, plus one-half cent on each ounce of silver contained.

Arsenic.—An addition to the working charge will be made at the rate of twenty-five cents per dry ton, for each per cent. of arsenic in excess of 5 per cent.

Payment.—Forty-five days after date of sampling.

If a mine is willing to contract for a total year's output or 1,000 tons the follow schedule is offered:—

For Ores Under 1,500 Ounces and Over 60 Ounces.

Silver.—Pay for 95% of the silver contents at the New York quotations.

Treatment Charge.—$7.00 per ton of 2,000 pounds, dry weight; in case of cash settlement the treatment charge is $7.50 per ton.

No payment for Cobalt or nickel.

No penalties for insoluble.

Arsenic.—An addition to the working charge will be made at the rate of twenty-five cents per dry ton for each per cent. of arsenic in excess of five per cent.

Payment.—Payment forty-five days after agreement of assays.

The freight from Cobalt to Perth Amboy is $10.20 per ton, and from Cobalt to Denver $11.20 per ton.

Most of the low grade ore shipped to this company is treated in Denver, while the high grade goes to Perth Amboy, N. J.

3. Balbach Smelting & Refining Company, Newark, N.J.

This company only entered the market occasionally and had no standing schedule. The ore purchased was high grade.

4. Beer, Sondheimer Company of Hamburg, Germany.

This German company purchased high grade ore in the Cobalt camp on the following schedule:—

Silver.—Pay for 94% of silver assay.

Treatment Charge.—$44.00 smelting charge per dry ton.

Freight.—$10.00 freight guarantee per gross ton. Beer, Sondheimer to supply barrels free of charge, suitable for transporting the ores.

Payment.—70% paid immediately against Ledoux & Company's assays. 30% paid three days after settlement of assays of Dr. Fred Claudet of the Bank of England. Interest at six per cent. (6%), till due date. Dr. Claudet's expenses to be paid by Beer, Sondheimer and Company.

Canadian Copper Company, Copper Cliff, Ontario.

All purchases of Cobalt ores are made through the Orford Copper Company, of New York. The purchasing schedule was as follows:—

Purchaser to make payment for:—

75 %	of silver per ton of ore (2,000 lbs.)			when same assays	100	oz. ag.	and over.
84 %	"	"	"	"	200	"	"
86 %	"	"	"	"	300	"	"
87 %	"	"	"	"	400	"	"
89 %	"	"	"	"	500	"	"
90 %	"	"	"	"	600	"	"
92 %	"	"	"	"	800	"	"
93 %	"	"	"	"	1,000	"	"
93½%	"	"	"	"	1,300	"	"
93⅔%	"	"	"	"	1,600	"	"
94⅓%	"	"	"	"	2,000	"	"
94¾%	"	"	"	"	3,000	"	"

$10	per ton of ore (2,000 lbs.)		when same contains	6%	cobalt	and over.
20	"	"	"	8%	"	
30	"	"	"	12%	"	

No payment will be made for Cobalt in ores containing less than 6% Cobalt, nor in which the nickel contents are greater than the Cobalt contents. Further, purchaser reserves the right to return, at shipper's expense, any such ores (i.e. nickel contents higher than Cobalt contents) received at Copper Cliff.

Ore to be delivered by seller to the Canadian Copper Company, f.o.b. cars, Copper Cliff, Ont. Ore to be at shipper's risk until sampling is undertaken, as purchaser can assume no responsibility for the ore until same has been taken into its sampler.

Purchaser to sample at its expense, purchaser's and seller's representatives to be present. Assays to be made by Ledoux & Company of New York, at seller's expense, which assays are to govern in settlement.

Payment of 70% of the silver returnable to the seller, as per the above scale, to be made at the New York official price for silver on the first settlement date, which shall be 35 days after the date on which sampling of the ore is completed, and the balance, 30 per cent., on the second settlement date, on the New York official price of silver on that day, which shall be 90 days after sampling of the ore is completed. The purchaser,

however, reserves the right to deliver upon either or both of the settlement dates above specified, in lieu of cash, at its option, such silver bullion (commercial bar silver) as is due the seller in settlement upon these dates, such delivery to be made in New York city.

Payment for Cobalt will be made as per the above scale when the Cobalt contents of the ore comes within the specifications mentioned, settlement for same to be made on the first due date for silver, namely in 35 days after completion of sampling of ore.

Purchaser has named a rate of 75% silver return to the shipper on ore running from 100 to 200 ounces per ton of 2,000 pounds. This is to be considered as a penalty clause and to apply in such cases where ores under 200 ounces have been shipped by mistake. Purchaser does not agree to accpt regular shipments of ore which run less than 200 ounces of silver per ton of 2,000 pounds.

All purchases of these ores are made strictly subject to the following force *majeure* agreement:—

> If, by reason of the acts of God, strikes or other causes beyond control of either parties hereto, which may legally be called force *majeure*, either of them shall be unable to carry out the conditions of this agreement as to shipment, receipt of treatment of consignments, this agreement shall be suspended as long as this condition shall continue and the term of this agreement shall then be extended for such a period as shall be equivalent to the time of delay or interruption.

Further, this clause shall also cover unavoidable or extraordinary delays should they occur when the speiss or silver bullion resultant from the smelting and treatment of these ores is in transit between Copper Cliff and Camden plants of the purchaser and between either of the above plants and the silver refinery of the Balbach Smelting Company, Newark, N.J.

6. Coniagas Reduction Company, Limited, of Thorold, Ont.

Up to the present time the only ore treated by this smelter came from the Coniagas Mine. It is likely, however, that custom smelting will be started during 1909.

The following is an extract from the 1908 report of the Coniagas Mines, Limited.

"The works at Thorold are now handling the product of your mine (the Coniagas), and are running commercially as regards the production of refined silver and refined white arsenic, and we expect to place refined Cobalt, oxide and nickel oxide on the market very shortly, thus refining and marketing all the valuable constituents of your ores by a process which is confidently expected to yield a substantial profit."

7. The Consolidated Mining & Smelting Co., of Canada, Trail, B.C.

This smelting company has so far only purchased several test carload lots.

8- Deloro Mining & Reduction Company, Deloro, Ont.

Tariff on Cobalt Silver Ores and Concentrates.

Silver.—Pay for 98% of silver contents.

Treatment Charge.—$20.00 per ton of ore and a refining charge of one cent per ounce of silver contained.

Terms of Payment.—75% of net proceeds at New York quotation 30 days after completion of sampling. 25% of net proceeds at New York quotation 90 days after completion of sampling.

Cobalt.—On ore containing 6% and over, 10 cents per pound for Cobalt contained. No payment will be made for Cobalt in ores containing more nickel than Cobalt. Payment for Cobalt to be made with the second payment for silver. Ledoux & Company's assays accepted with the usual provisions as to umpire assays in case of unusual differences. Above assays to be made at shipper's expense. No charge for sampling. Ore to be delivered in carload lots f.o.b., Marmora Station, C.O.R. This tariff is subject to change without notice.

9. Pennsylvania Smelting Company, Pittsburg, Pa., Works at Carnegie, Pa.

Ores from Cobalt ranging from 50 ounces to 500 ounces per ton are purchased by the Pennsylvania Smelting Company on the following schedules:

Silver.—Pay for 95% silver, less one cent per ounce.

Treatment Charge.—Nine dollars per ton. Settling price, average for 20 days following date of arrival. No payment for Cobalt or nickel. The freight rate from Cobalt to Carnegie, Pa., is $8.80 per ton.

10. United States Metal and Refining Company, Chrome, N.J.

This company only bought an occasional carload of high grade ore on special quotations.

Concentration.

Concentration now takes a very important position in the district's development. Undoubtedly in some instances the shipments to the smelters are *smaller* than formerly, due to the reduction of tonnage by *concentration*, nevertheless in most cases the tonnage is *increased* by the amount of the concentrates, as the ore treated is of such a low grade that it could not stand the freight and treatment charges without concentration.

Six mills are now in sucessful operation in the camp and four more are under construction.

They belong to the following companies:—

1. The Buffalo Mines Company, Limited.
2. The Standard Cobalt Mines, Limited (Cobalt Central).
3. The Coniagas Mines, Limited.
4. King Edward Cobalt Silver Mines.
5. The Northern Customs Concentrators, Limited, (formerly Muggley).
6. Nipissing Reduction Company.

Under Construction:—

7. Colonial Mining Company.
8. McKinley-Darragh-Savage Mines of Cobalt, Limited.
9. Nova Scotia Mining Company.
10. O'Brien Mine.

The following table gives the tonnage of ore milled, the concentrates made, and the concentration ratio for the mills during 1908:—

Concentration in Cobalt for 1908.

Mill.	Mines.	Ore milled	Concentrates	Concentration
		Tons	Tons	Ratio
1. Buffalo	Buffalo	10,200	251.00	40—1
2. Cobalt Central	Bailey	4,246	97.15	44—1
	Big Pete	9,163	143.90	64—1
	Crown Reserve	669	15.22	44—1
3. Coniagas	Coniagas	13,605	304.00	45—1
4. King Edward	King Edward	1,043	21.35	38—1
5. McKinley-Darragh (Old Mill)	McKinley-Darragh	450	20.00	28—1
6. Northern Customs Concentrator	City of Cobalt	2,194	50.61	43—1
	Cobalt Townsite	1,000	31.03	32—1
	Right of Way	1,500	36.46	41—1
	Silver Queen	3,253	70.63	46—1
7. Nipissing Red. Co	Foster	85	10.00	9—1
	King Edward	40	1.50	27—1
	Kipissing	1,950	40.00	49—1
	Silver Lead	35	1.00	35—1
	Totals	49,424	1,093.85	45—1

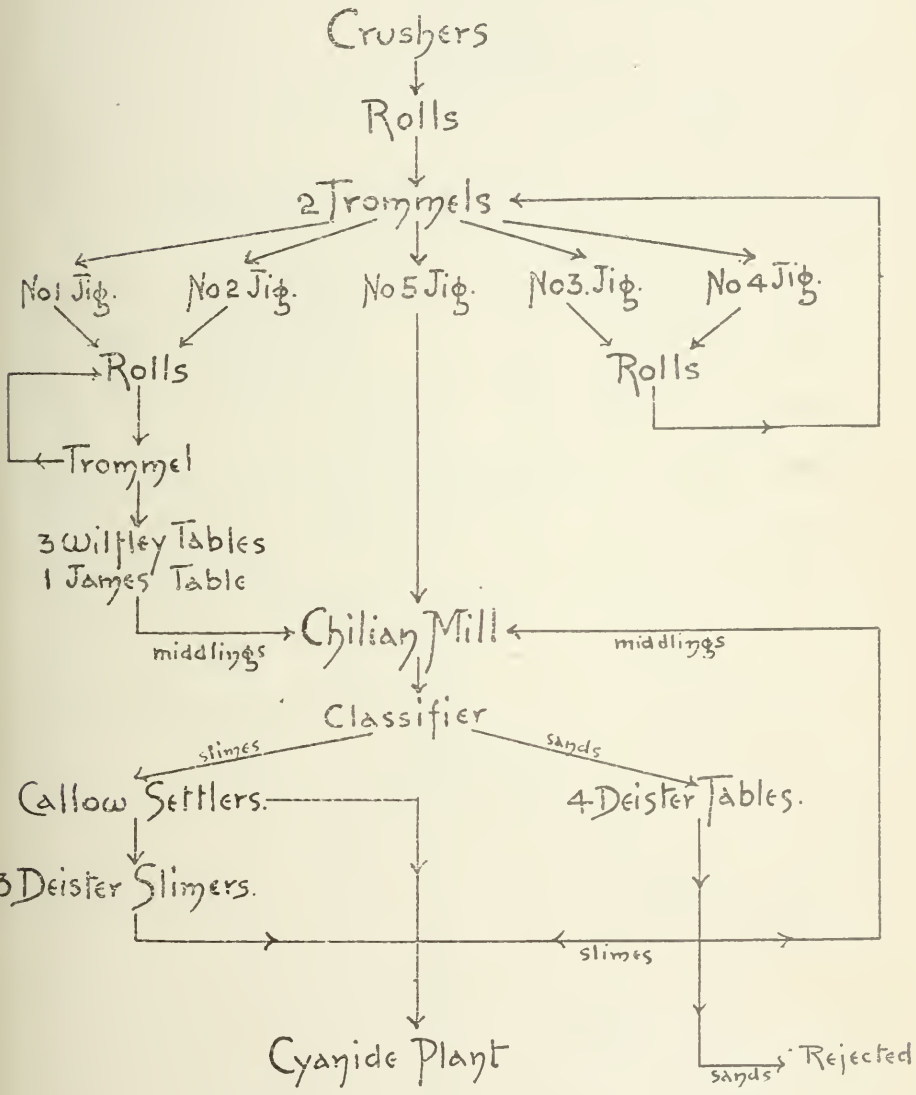
At the mines without mills the grade of ore is raised by cobbing, washing and handpicking. The ore is usually first passed over a grizzley or coarse screen, as the screenings generally carry enough values to be of shipping grade without further treatment. At the Crown Reserve and Trethewey Mines jigs are used in addition to the hand picking.

With the smelter schedules and freight rates at present in force an ore must run about 45 ounces per ton to pay charges outside of the cost of mining. All ores below this point must therefore be concentrated if they are to be shipped. The point at which the combined concentration and smelting rates meet the direct smelting rates is about 90 ounces. If, however, a mine owns its own mill the grade of ore that can be concentrated more profitably before shipping to the smelter direct, is much higher. In the future, if present conditions hold, it will be natural to expect that very little ore will be shipped from the camp that will assay less than 100 ounces per ton

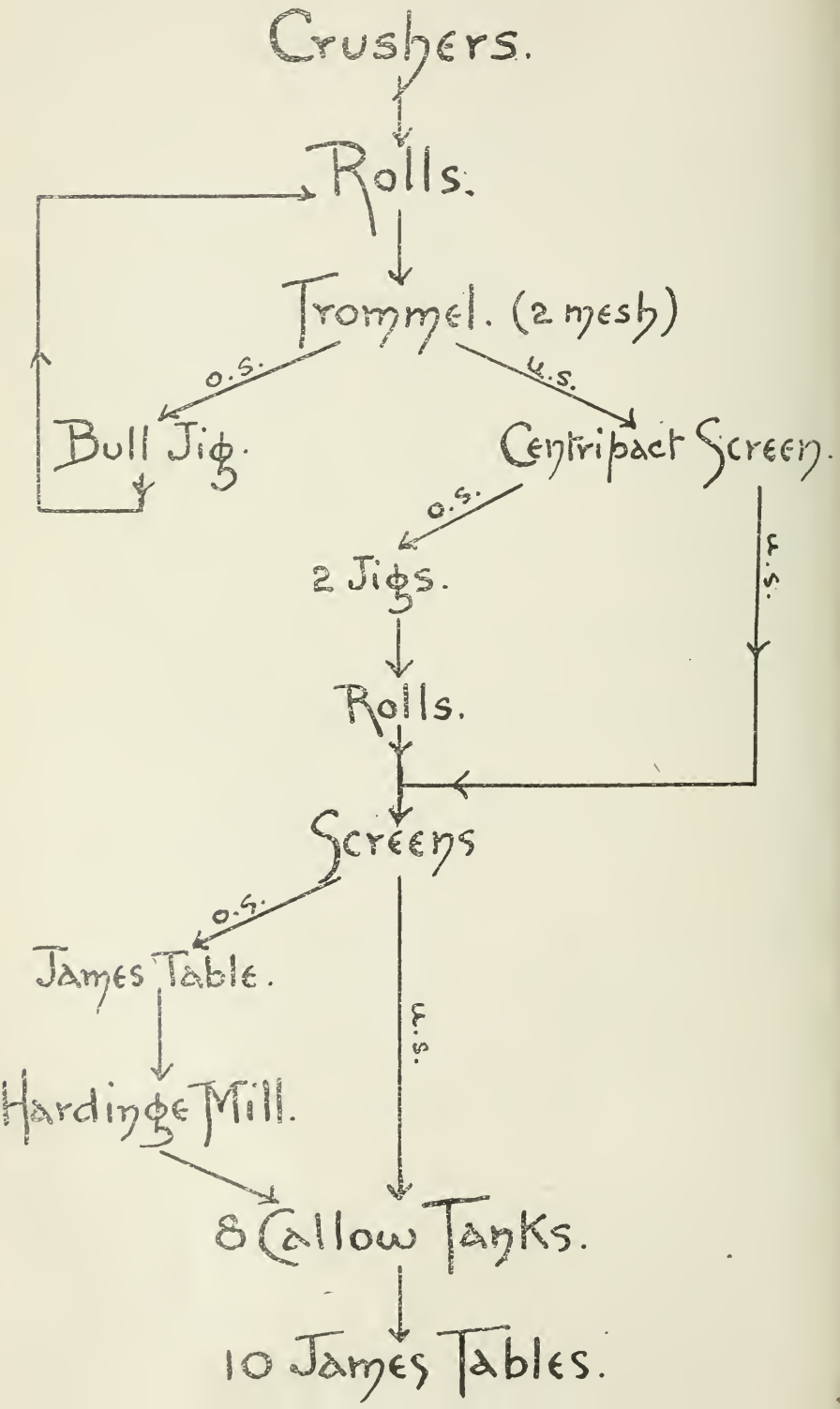
In the following mill flow sheets all the smaller details have been cut out, leaving only the main working features

The flow sheet of the Colonial Mill is to be similar to that of the King Edward.

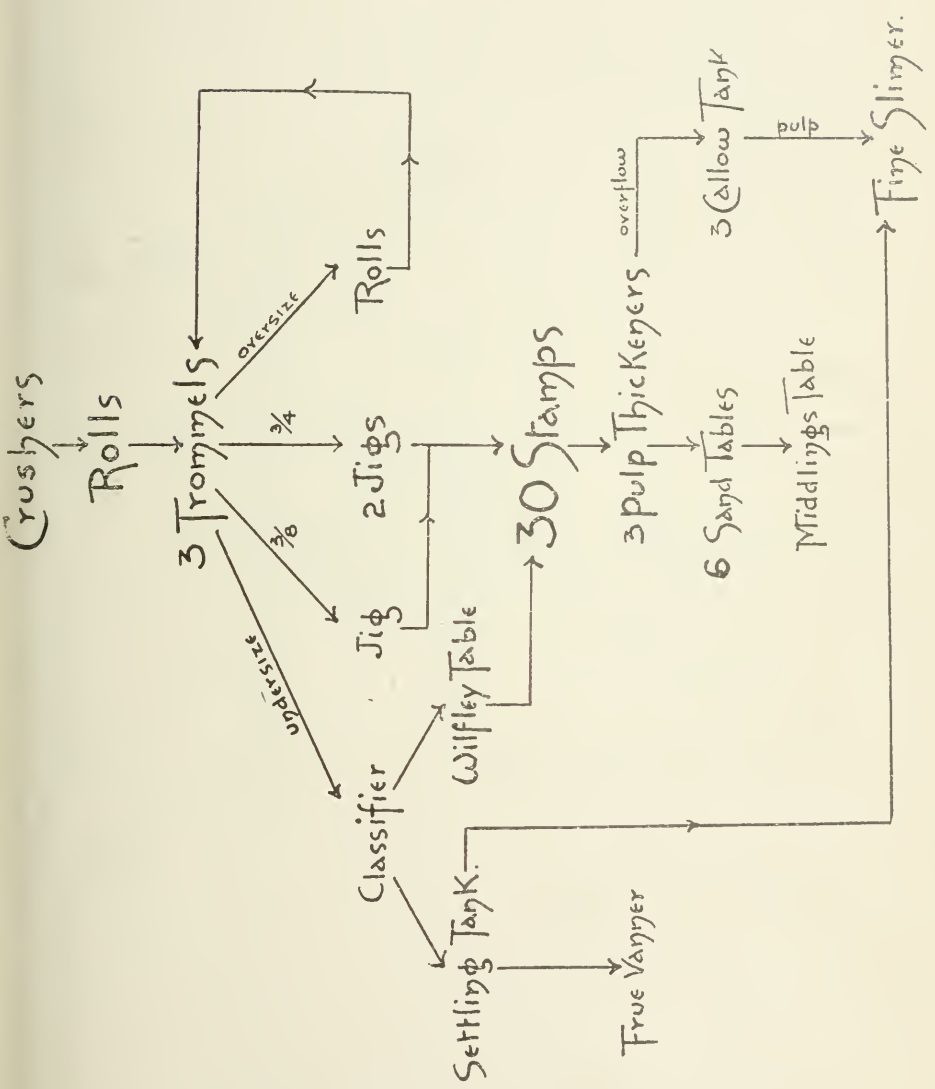
Flow Sheet, Buffalo Concentrator.



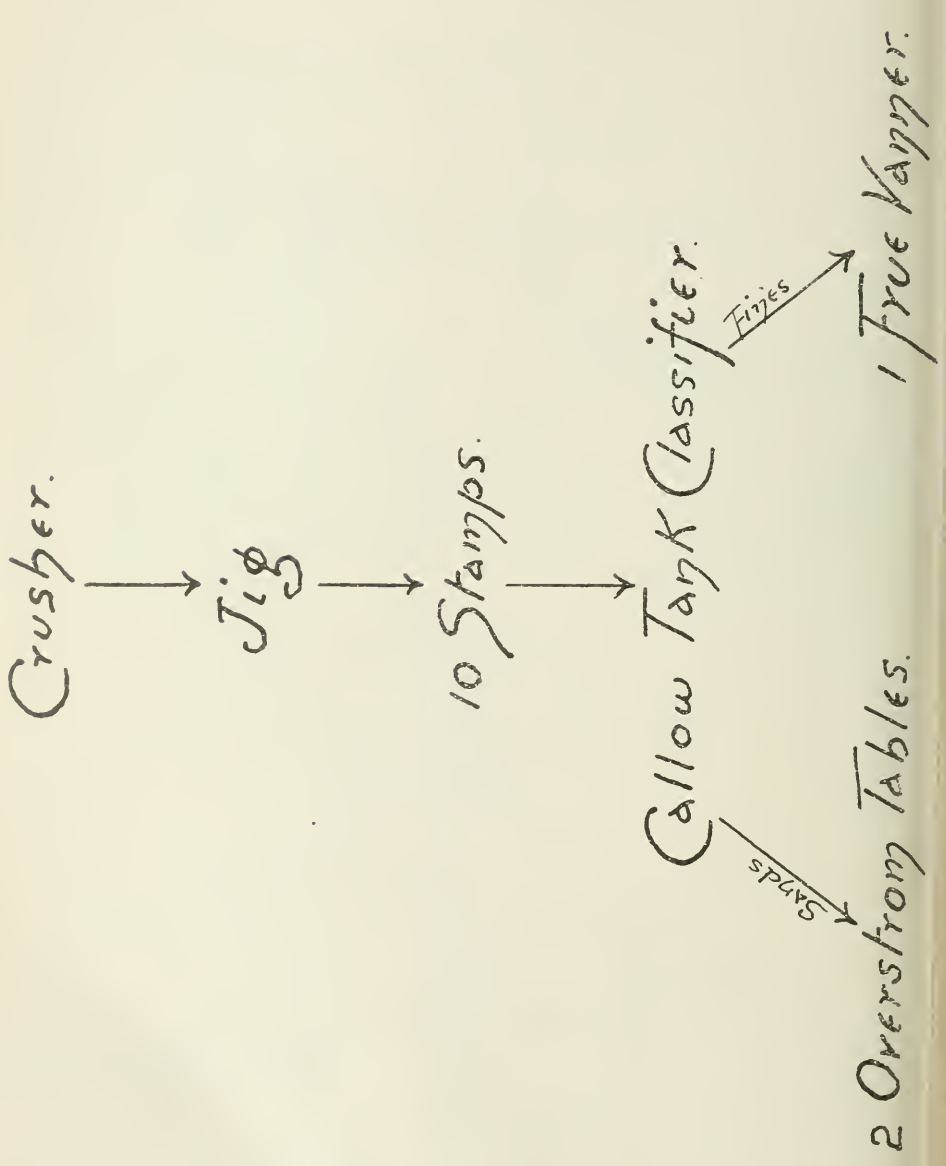
Flow Sheet, Cobalt Central Concentrator.



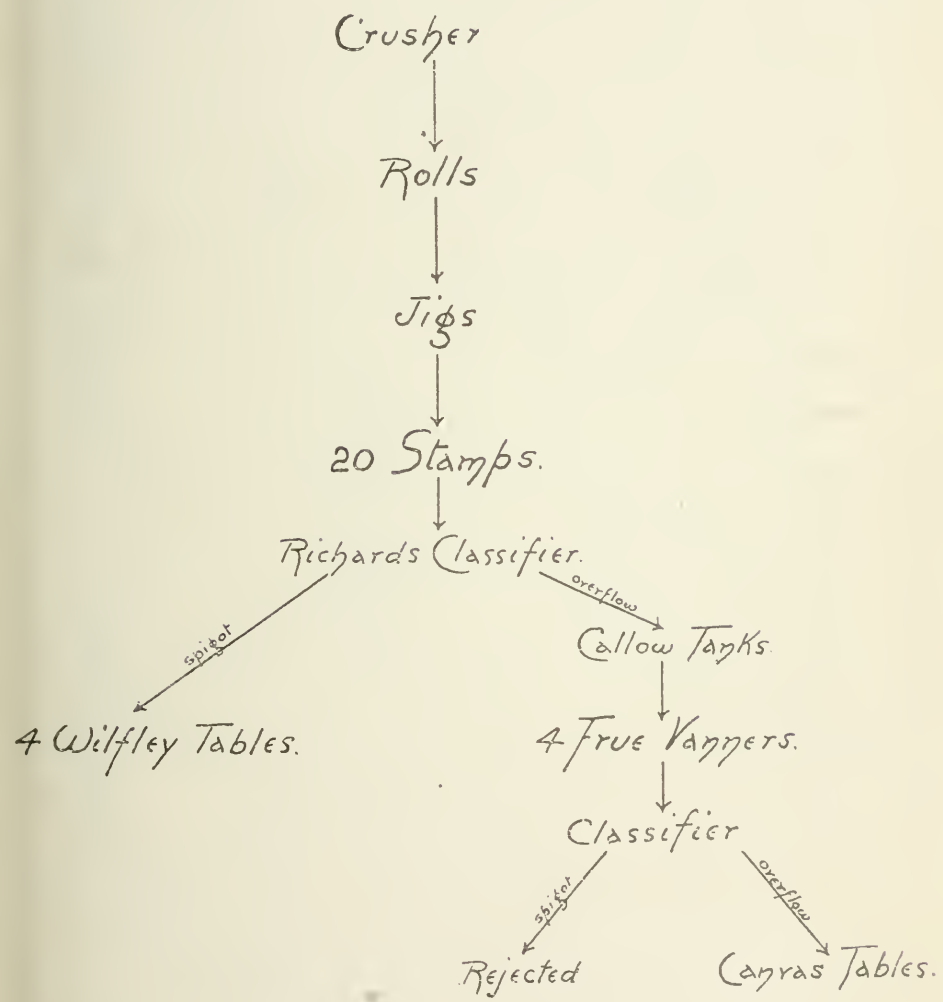
Flow Sheet, Coniagas Concentrator.



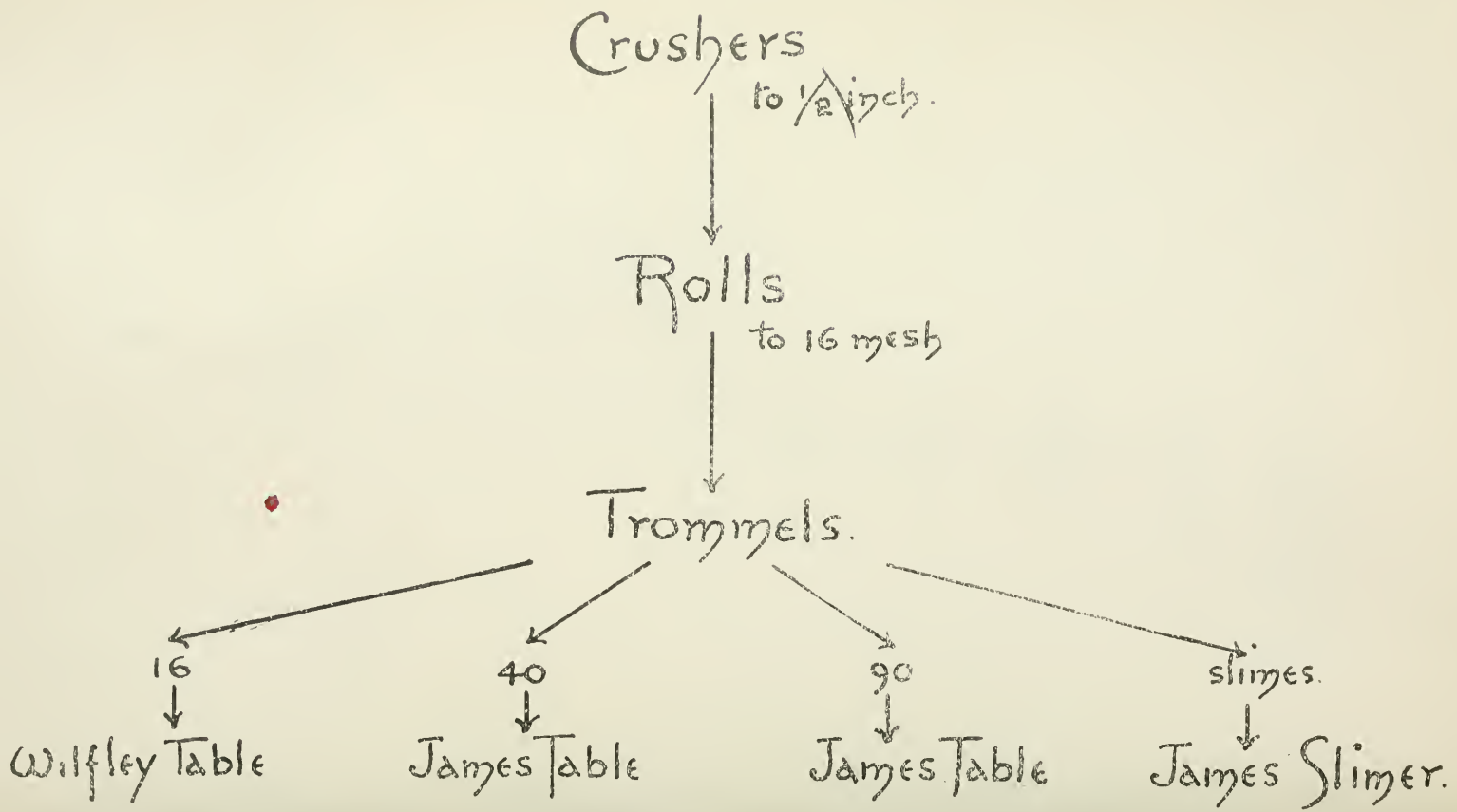
Flow Sheet, King Edward Concentrator.



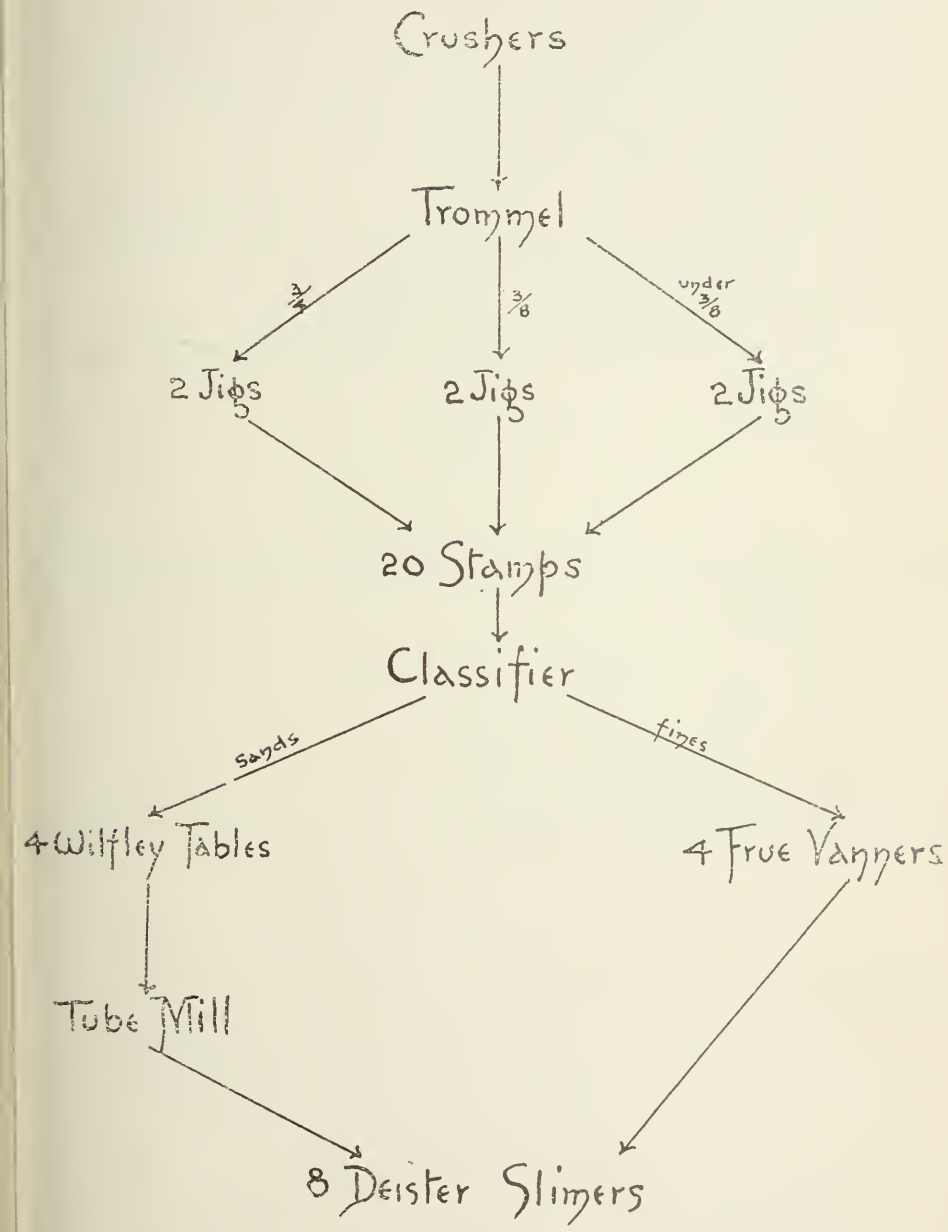
Flow Sheet, Northern Customs Concentrator.



Flow Sheet, Nipissing Reduction Co. Concentrator.



Flow Sheet, McKinley-Darragh Concentrator.
(Under Construction.)



The Northern Customs Concentrators, Limited, (formerly the Muggley Concentrator) and the Nipissing Reduction Company are custom mills, while the Cobalt Central Mill accepts some custom work, as well as the treatment of ores from the Cobalt Central mines.

The Northern Customs Concentrators, Limited, is now treating ores on the following contract schedule:—

On ore yielding less than 20 ounces silver per ton crushed, retain 10 ounces and return balance with 50 per cent. of other metals that can be sold.

20 to 40	ounces	silver	pay	55%
40 to 60	"	"	"	60%
60 to 80	"	"	"	65%
80 to 100	"	"	"	70%

The Nipissing Reduction Company will treat ores on a flat rate of $3.00 per ton or on the following percentage basis.

For ores assaying when received at the mill,

20 to 40	ounces	silver	pay	50%	silver	values.
40 to 60	"	"	"	55%	"	"
60 to 80	"	"	"	60%	"	"
80 to 100	"	"	"	65%	"	"
100 to 150	"	"	"	68%	"	"

Leases.

During 1908 the following mining companies operated on a royalty basis on mineral lands owned and leased by the Temiskaming and Northern Ontario Railway Commission.

1 City of Cobalt Mining Company.
2 Cobalt Townsite Mining Company.
3 Nancy Helen Mines, Limited.
4 Railway Reserve Mines, Limited.
5 Right of Way Mining Company.
6 Wright Mining Company.
7 Jack Pot Silver Mining Company.
8 Cobalt Station Grounds Mining Company.
9 Ontario Development and Mining Co. Limited.

1. City of Cobalt Mining Company.

The following was the underground development work done by this company during 1908:—

Sinking	136	feet.
Drifting and crosscutting	1,935	"
Stoping	77,850	"

During the summer a new compressor plant was installed.

2. Cobalt Townsite Mining Company.

The development for 1908 consisted of:—

Shaft sinking	158	feet.
Crosscutting	249	"
Drifting	712	"
Raising	104	"
Stoping	5,021	cubic feet

3. Nancy Helen Mines, Limited.

The total underground development work on this property at the end of the year 1908 consisted of:—

Drifting	357 feet.
Crosscutting	274 "
Shaft	155 "

and considerable stoping.

4. Railway Reserve Mines, Limited.

The development work on this property consisted of some trenching and shallow shaft sinking.

Right of Way Mining Company, Limited.

At the end of 1908 the total underground development work of this company exclusive of stopes consisted of the following:—

—	Drifting.	Cross Cutting	Sinking.
No. 1			75
No. 2	1,094	1,890	563
No. 3	103	309.5	95
Total to end of 1908	1,197	2,199.5	733
Total to end of 1907	274	151	216
Total for 1908	923	2,048.5	517

6. Wright Mining Company.

The work done on this property during 1908 consisted of the most part of surface trenching. In all 4,328 feet of trenches were dug, in many places being of a depth of 10 to 12 feet. The only underground work was 56 feet of drifting.

7. Jack Pot Silver Mining Company, Limited.

This property has been idle all year.

8. Cobalt Station Grounds Mining Company.

The lease for this property was signed late in the year and the company only had time to do some surface prospecting.

9. Ontario Development and Mining Co., Ltd.

This lot has been prospected by surface trenching and is now being tested by diamond drilling.

Progress During the Year 1908.

A rapid, but healthful advance marks the progress of the Cobalt District. The shipments in 1908 were greater than the combined shipments of the four previous years. A point that appeals particularly to the investing public is

the fact that more than 50 per cent. of the value of the total output of the camp has been paid back to shareholders in dividends.

In the early work of the mines, while rich ore could be dug out on the surface, mining costs did not receive very serious attention. As development proceeds, however, production costs are being lowered, by such economies as the installation of larger and more efficient machinery. Possibly the feature of the year in underground work has been the large introduction of air hammer drills for stope work.

Two power plants are being installed on the Montreal River and it is expected that before the end of 1909 power will be delivered in Cobalt by them, in one case in the form of compressed air, and in the other, electricity. The introduction of this power is likely to cut down the present cost by at least fifty per cent.

There are now about 3,500 men employed in the mines at Cobalt and in the immediate vicinity.

The horse power capacity of the camp is as follows:—

At the End of	Boiler Horse Power.
1904	Zero
1905	150
1906	3,406
1907	7,918
1908	9,700

There are now 61 compressors which have a maximum capacity of 39,336 cubic feet of free air per minute.

Outside Districts.

Cobalt having established itself as an extremely rich silver camp it is only natural that widespread interest should be aroused in any silver bearing districts in the vicinity of Cobalt. Diligent prospecting has been carried on and silver bearing rocks have been discovered both southeast and northwest of Cobalt, in a more or less continuous belt roughly 125 miles long, and in places several miles wide, running from south of Lorrain to Gow Ganda and beyond. The country is being rapidly staked and some rich silver finds have been made. Until considerable development work has been done it would be difficult to put a valuation on these new fields with any degree of accuracy.

Report of Dr. W. H. Harris, Physician, McRae, Chandler & McNeil Contract.

I beg to report on the medical and surgical cases that came under my care during the year 1908 (minor ailments and minor accidents are not included).

Typhoid	18	Bronchitis	4
Rheumatism	6	Tonsillitis	2
Dysentery	100	Fractures	3
Pleurisy	1	Burns	1
Pneumonia	1		

One Bulgarian died as result of burns received while escaping from a burning shack. One man died suddenly during convalescence from typhoid. One man was instantly killed by a cave in.

Report of A. McMurchy, Year 1908.

I have to report the following cases of accidental injuries to employees as having occurred during the year 1908. There were no fatalities.

Leg scalded	1	Shoulder contused	1
Thigh and abdomen injured	1	Sprained elbow	1
Back contused	1	Finger lacerated	1
Incised wound in back of hand	1	Foot contused	1
Contused thumb	1	Knee sprained	1
Sprained wrist	1	Toe crushed	1
Thumb lacerated	1		

Report of Dr. B. Field, Year 1908.

I beg to submit to you my report for medical attendance to the employees on the Northern Division of the Temiskaming and Northern Ontario Railway, from the 1st January, 1908, to 1st January, 1909.

I am happy to be able to state that since the completion of the construction work, serious accidents have been practically eliminated from this section of the line; nor has there been much serious illness during the past year, the following being a list of the principal

Surgical Cases:

Fracture (wrist)	1	Abscesses	2
Sprained ankle	1	Synovitis	1
Sprained wrist	2	Bruised hands and fingers	3
Burn	1	And a few minor injuries.	

Medical Cases:

Heart disease	1	Diarrhœa	7
Typhoid fever	1	Tonsilitis	6
Pneumonia	2	Aphasia	1
Rheumatism	5	Digestive arrangement	7
Dysentery	1		

All made good recovery, excepting the case of heart disease, which was sudden, and death almost instantaneous. There evidently had been previous organic trouble.

The families of the employees have also received the required attention.

FINANCIAL STATEMENTS

Statement of Lots Sold Townsites.

—	Lots sold.	Amount paid.	Balance due.
Latchford	1	$200 00	
Englehart	1	200 00	
Matheson	30	1,780 75	$1,747 25
Cochrane	136	16,654 25	31,900 75
Total	168	$18,835 00	$33,648 00

Statement Receipts and Expenditures Townsite Account.

Debit.

Cash in Bank, Jan. 1st, 1908	$2,313 51	
Lots sold, cash paid as per statement	18,835 00	
Deferred payments received	360 00	
Interest and other receipts	40 80	
		$21,549 31

Credit.

Refund purchase price—		
F. C. Grills, Lots 94, 104, 114, Latchford	$222 60	
R. H. C. Brown, Lots 212, 213 "	200 00	
R. A. Hurdman, Lots 28-40 "	140 00	
	$562 60	
Cash in bank	20,986 71	
		$21,549 31

General Balance Sheet, Capital Account,

Liabilities.

Loan from Province of Ontario	$13,982,764 55	
Unclaimed Wages	758 20	
Deposits on Contracts	19,290 00	
		$14,002,812 75

Assets.

Cost of Road to Dec. 31st, 1908	$11,991,175 22	
Cost of Equipment to Dec. 31st, 1908	1,450,529 67	
	$13,441,704 89	
Accounts Collectible, Miscellaneous	26,517 63	
Accounts Collectible, Operation	87,905 31	
Paymaster's Advance	8,000 00	
Stock of Rail, 60-pound	26,926 78	
Stock of Ties	8,131 07	
Suspense Account — Amounts paid Operation covering freight charges, supplies, etc., awaiting certification of Chief Engineer	226,890 53	
Advance McRae, Chandler & McNeil Contract	127,000 00	
Cash in Metropolitan Bank, December 31st, 1908	9,736 54	
		$14,003,812 75

General Balance Sheet, Revenue Account.

Liabilities.

Accounts Payable	$335,189 34	
Car Mileage, Balance	1,349 00	
Foreign Ticket Balance	9,429 20	
Foreign Freight Balance	15,462 65	
Foreign Telegraph Balance	1,085 89	
Mining Bonuses	140,650 81	
Profit and Loss	130,726 65	
		$633,893 4

Assets.

Agents and Conductors Balance	$54,557 39	
Accounts Collectible	344,563 21	
Cash in Bank	138,227 67	
Fuel and Supplies on hand	89,711 96	
Treasurer's Petty Cash	50 00	
Insurance	1,704 92	
Suspense	5,078 39	
		$633,893 54

Profit and Loss Account.

Credits.

Balance carried forward	$61,238 20	
Net Revenue, December 31st, 1908	419,488 45	
		$480,726 65

Debits.

Proceeds from Operation paid Treasurer of Ontario	$350,000 00	
Balance carried forward	130,726 65	
		$480,726 65

Statement

Showing Expenditure on First Division between

	January	February	March	April	May
	$ c.	$ c.	$ c.	$ c.	$ c
Engr. Expenses	3,016 87	2,762 39	2,312 92	1,311 35	1,175 9
Location Expenses	6,031 44	2,433 21	2,314 61	1,294 87	584 3
Rt. of Way and Station Grounds	1,465 09	81 03	1,900 00	309 16	510 6
Grading	14,855 72	16,275 47	4,956 03	5,812 41	7,663 9
Ties	45 14	1,287 40	2,242 38	18 81	511 3
Bridges, Trestles and Culverts	3,324 81	1,310 75	2,048 85	5,520 02	571 7
Rails	3,391 13	.....	1,157 87	11 80	5,335 9
Track Fastenings	88 91	.....	220 00	2,502 82	36 3
Frogs and Switches	2,268 65	.....	6 70	1,580 40	225 3
Tracklaying and Surfacing	2,275 68	3,057 37	4,657 75	7,320 33	3,895 4
Ballast	4,905 44	1,524 17	421 93	1,707 34	.....
Fencing Right of Way	1,640 72	.....	27 00	.....	135 0
Crossings and Signs	824 11	438 33	98 18	363 44	.....
Interlocking and Signal Apparatus	.....	27 60	.....	.....	.....
Station Buildings and Fixtures	1,399 27	1,855 63	178 71	2,290 06	474 1
Shops, Roundhouses and Turntables	1,483 79	1,332 41	3,477 63	2,370 53	512 6
Shop Machinery and Tools	321 78	291 90	1,401 83	184 51	1,089 2
Water Stations	246 48	322 14	31 77	110 05	.....
Fuel Stations	41 70	.....	.....	.....	306 6
Storage Warehouses	12 95	.....	.....	.....	.....
Miscellaneous Structures	584 01	374 43	132 47	162 87	1,036 7
Telegraph and Telephone	.....	18 91	3 38	.....	1,224 6
Roadway Tools	.....	144 00	.....	.....	51 5
Legal Expenses	83 33	1,260 11	83 33	145 57	83 5
General Expenses (Other)	337 78	403 32	562 22	485 08	331 1
Stationery and Printing	76	10 41	10 13	4 62	5 8
General Office Bldg. and Fixtures	1,735 00	3,998 72	2,005 47	407 35	1,393 8
Total	50,380 56	39,209 70	30,251 16	33,913 39	27,155 8

lo. 1.

lorth Bay and New Liskeard during 1908.

June	July	August	September	October	November	December	Total
$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
1,625 27	2,111 82	2,310 63	2,049 93	1,697 30	1.727 16	899 39	23,000 94
523 52	330 10	.....	104 57	.....	2,357 46	.....	15,974 17
130 40	6,946 80	895 94	170 17	1,010 50	70 96	190 20	13,680 86
3,397 93	3,140 78	15,096 45	1,509 81	4,900 01	14,898 72	180 77	92,688 08
.....	3 00	80 66	1,725 44	259 82	.....	30 00	6,203 95
574 75	2,389 75	6,418 16	757 06	569 22	5,875 03	37 00	29,397 16
.....	.....	.....	73,435 48	137 08	9,454 19	.....	92,923 45
948 39	39	.....	.....	.....	12,821 89	.....	16,618 79
.....	.....	.....	12 77	18 87	2,353 46	.....	6,466 19
426 15	121 51	93 93	79 93	3,604 92	406 74	.....	25,939 80
2,198 57	238 38	2,690 73	295 70	4,735 95	2,278 92	603 85	21,600 98
.....	2,134 98	1,506 30	4 38	.....	200 79	.....	5,649 17
12 90	529 38	.....	75 38	853 75	3,416 54	60 00	6,672 01
.....	.....	.....	.....	.....	.....	.....	27 60
1,735 50	5,969 25	3,615 82	1,002 77	354 17	813 25	.....	19,688 53
1,221 28	10,774 83	2,026 03	2,614 04	1,360 34	2,346 79	.....	29,520 35
151 47	.....	.....	.....	665 30	1,311 77	.....	5,417 78
17 51	.....	1 00	14 38	1 00	651 53	.....	1,395 86
.....	.....	.....	.....	5 00	6 54	.....	359 88
6,852 15	4,901 40	3,081 83	73 03	912 40	441 55	.....	16,275 31
356 75	.....	5 00	117 79	1,085 96	221 17	.....	4,077 15
.....	.....	6 42	30 50	220 28	219 55	.....	1,723 64
.....	.....	64	.....	21 50	208 27	.....	425 99
108 33	83 33	83 33	83 33	83 33	83 33	83 33	2,263 98
652 53	242 39	585 77	279 01	306 92	227 41	314 52	4,728 07
12 28	13 91	5 94	20 76	15 51	3 23	.....	103 44
5,785 15	.....	15 50	20 25	350 23	37 76	.....	15,749 32
26,730 83	39.932 00	38,520 08	84,476 48	23,169 36	62,434 01	2,399 06	458,572 45

Statement

Showing 100 Mile Extension Northerly

Item.	January.	February.	March.	April.	May.
	$ c.	$ c.	$ c.	$ c.	$ c.
Engineering expenses	1,390 98	1,280 58	1,278 99	544 52	746 76
Right of way and station grounds	804 93	406 02	1,099 22	550 93	223 36
Grading	1,248 44	4,470 87	5,438 25	596 57	1,183 07
Ties	10 00	.....	30 24	.....	2,166 86
Bridges, trestles and culverts	5,210 72	1,170 87	4,755 71	8,064 30	15,464 82
Rails	4,688 12	.....	77 86	.....	17,533 10
Track fastenings	3,408 17	166 32	179 59	.....	22 34
Frogs and switches	71 64	.....	3,105 07	1,053 38	145 42
Track laying and surfacing	29 92	114 72	296 09	1,519 87	46 38
Ballast	227 55	926 99	368 90	263 45	.....
Fencing right of way	59 55	174 29	173 31	.....	.....
Crossings and signs	504 37	13 17	.....	1,809 69	55 44
Station buildings and fixtures	1,655 64	272 58	794 41	451 09	633 60
Shops, round houses and turn tables	826 98	2,039 00	4,009 56	278 99	1,191 21
Transportation of men and material	.....	9 87	3,450 47	.....	1,111 30
Shop, machinery and tools	.....	14 50	96 09	.....	7 30
Water stations	828 15	3,421 95	3,408 65	196 13	668 88
Fuel stations	152 30	208 63	365 73	74 22	.....
Repairs, construction, equipment	.....	35 00	167 51	12 56	101 32
Storage warehouse	.....	.....	.....	.....	.....
Miscellaneous structures	85 83	3,926 13	403 32	350 73	131 04
Telegraph and telephone	11 05	131 25	24 88	13 89	21 70
Roadway tools	2,826 40	121 49	268 06	743 86	385 12
Legal expenses	83 34	83 33	83 33	145 59	83 33
General expenses (other)	337 85	373 01	562 29	473 78	322 72
Stationery and printing	.....	7 79	10 14	4 62	5 89
Total	24,461 93	19,368 36	30,447 67	17,148 17	42,250 96

lo. 2.

om New Liskeard during 1908.

June.	July.	August.	September.	October.	Novemb'r.	December.	Total.
$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
1,201 66	898 98	571 23	1,340 37	497 99	502 73	204 78	10,459 57
42 13	483 89	399 29	299 10	342 58	195 07	165 00	5,011 52
428 15	1,155 72	2,298 30	220,017 97	2,433 89	2,740 98	.....	242,012 21
91	.....	128 45	982 15	10 58	.....	4,003 03	7,332 22
1,482 52	904 54	2,965 33	60,934 62	637 46	5,517 18	90 00	107,198 07
.....	89	.....	1,714 50	27 74	78 50	.....	24,120 71
48 70	.....	.....	.....	.....	1,581 38	.....	5,406 50
.....	.....	.....	450 62	46 46	2,536 49	.....	7,409 08
2,115 65	48 90	13 68	4,607 86	86 84	25 00	.....	8,904 91
7,403 44	60 38	514 05	30,019 04	520 04	1,571 54	268 08	42,143 46
.....	.....	.....	1,952 45	.....	.....	.....	2,359 60
205 00	14 05	80 15	36 65	17 50	64 74	.....	2,800 76
1,483 79	294 33	1,894 33	519 65	276 39	403 38	.....	8,679 19
309 67	6,879 78	485 15	564 65	1,405 20	2,215 52	543 87	20,749 58
.....	.....	.....	.....	877 85	.....	.....	5,449 49
.....	.....	.....	.....	116 18	987 60	.....	1,221 67
1,524 70	52 30	17 57	374 50	106 68	3,749 50	.....	14,349 01
73 72	52 06	1 50	.....	.....	80 72	.....	1,008 88
168 63	.....	.....	.....	.....	.....	.....	485 02
.....	.....	.....	25 62	.....	.....	.....	25 62
1,964 32	833 00	5,688 92	4,160 78	338 47	79 51	.....	17,962 05
.....	.....	1 93	5 20	.....	27 00	.....	236 90
502 00	18	.....	19 95	.....	913 18	cr 1,327 45	4,453 79
108 33	83 34	83 33	83 34	83 33	83 33	83 33	1,087 25
652 55	225 98	1,678 04	279 01	306 95	227 40	372 11	5,811 69
12 29	8 90	5 96	26 92	61 66	3 24	.....	147 41
19,729 16	11,997 22	16,827 21	328,414 95	8,193 79	23,583 99	4,402 75	546,825 82

Statement

Showing Expenditure on Account of 40 mile Extension North-

Item	January	February	March	April	May
	$ c.	$ c.	$ c.	$ c.	$ c.
Engineering Expenses	3,640 04	2,874 42	3,327 68	4,161 30	2,402 35
Right of Way and Station Grounds	.....	3 10	.....	.....	.....
Grading	.....	11,173 94	28,132 24	13,479 63	20,515 79
Ties	20,706 26	15,697 15	18,746 46	1,890 75	9,417 36
Bridges, Trestles and Culverts	.....	.....	16,192 62	4,066 19	5,792 77
Rails	.....	.....	.....	.....	24,244 75
Track Fastenings	.....	.....	.....	652 01	.....
Frogs and Switches	.....	.....	.....	.....	90 00
Tracklaying and Surfacing	.....	.....	.....	.....	2,664 46
Ballast	.....	.....	.....	.....	.....
Shops, Roundhouses and Turntables	.....	.....	.....	.....	.....
Transportation, Men and Materials	.....	.....	.....	.....	.....
Water Stations	.....	.....	.....	.....	.....
Repairs Construction Equipment	.....	.....	.....	.....	.....
Miscellaneous Structures	.....	.....	.....	.....	.....
Telegraph and Telephone	.....	.....	.....	.....	.....
Roadway Tools	.....	.....	.....	.....	.....
Legal Expenses	83 33	83 34	83 34	145 58	83 34
General Expenses (other)	337 79	362 53	641 27	473 75	322 70
Stationery and Printing	.....	7 79	10 13	4 62	5 89
	24,767 42	30,202 27	67,133 74	24,873 83	65,539 41
Cost of Equipment	39,483 34	23,654 23	38,113 40	90,645 05	906 06

SUMMARY

1st Division	$458,572 45
2nd Division	546,825 82
3rd Division	808,279 17
Rolling Stock	310,050 61
	$2,123,728 05

No. 3.

rly to Junction of Grand Trunk Pacific Railway, during 1908.

June	July	August	September	October	November	December	Total
$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
2,223 30	2,456 68	2,498 96	3,718 88	2,232 40	2,455 75	1,641 95	33,633 71
.....	.....	.....	.....	.....	.....	.....	3 10
35,511 29	60,284 69	46,275 25	23,846 72	32,810 25	9,918 13	4,438 54	286,386 57
13,934 92	8,610 95	667 08	4,345 67	188 38	463 29	8 71	94,676 98
45,925 92	7,352 69	443 38	3,763 89	18,181 05	2,071 72	.....	103,790 23
.....	1 19	.....	146,500 56	82 19	4,181 25	.....	175,009 94
.....	.....	20 86	53 77	711 22	4,275 97	.....	5,713 83
.....	.....	.....	180 00	45 00	444 86	.....	759 86
45 00	790 26	5,605 33	4,075 20	2,195 64	376 56	.....	15,752 45
6,253 11	9,500 56	8,707 36	23,163 57	6,217 93	2,918 37	.....	56,760 90
.....	.....	.....	.....	.....	138 75	.....	138 75
.....	.....	.....	.....	.....	10,308 74	.....	10,308 74
.....	15 00	.....	2,272 91	1,342 01	1,171 78	20 00	4,821 70
.....	.....	.....	18 47	.....	.....	.....	18 47
.....	.....	.....	1,594 36	2,564 62	3,744 74	40 00	7,943 72
.....	169 72	1,288 50	1,912 57	640 47	1,380 53	.....	5,391 79
.....	.....	.....	.....	.....	146 40	.....	146 40
108 34	83 33	83 34	83 33	83 34	83 34	83 34	1,087 29
652 57	236 16	1,678 09	279 07	306 55	195 44	371 55	5,857 47
12 30	8 91	5 96	4 73	13 68	3 26	.....	77 27
104,666 75	89,510 14	67,274 21	215,813 70	67,614 73	44,278 88	6,604 09	808,279 17
33,122 01	Cr. 3,137 90	5,632 82	15,487 60	64,493 40	323 15	1,327 45	310,050 61

Statement of Earnings, Expenditure and Result of Operation.

(New Classification)

Receipts.	%	Amount.
Revenue from Transportation.		
Freight revenue		$471,203 41
Passenger revenue		366,504 5[illegible]
Excess baggage revenue		2,487 1[illegible]
Mail revenue		10,477 1[illegible]
Express revenue		18,303 01
Milk revenue (on passenger trains)		6 00
Other passenger train revenue		
Switching revenue		11,246 4[illegible]
Special service train revenue		1,878 90
Miscellaneous transportation revenue		1,102 3[illegible]
Total		$883,209 00
Revenue from Operations other than Transportation.		
Telegraph and telephone		$27,950 2[illegible]
Station and train privileges		1,800 00
Clearing acct. hire of equipment		34,799 27
Storage—freight		344 2[illegible]
Storage—baggage		788 60
Car service—demurrage		9,018 4[illegible]
Rent of buildings and other property		13,219 9[illegible]
Miscellaneous		1,935 80
Total		89,856 61
Total revenue		$973,065 61
Expenditures.		
Maintenance of way and structures	12.9	$125,563 4[illegible]
Maintenance of equipment	12.3	119,563 01
Traffic expenses	1.3	12,499 96
Transportation expenses	41.8	405,907 5[illegible]
General expenses	2.5	24,863 4[illegible]
Total operating expenses		688,397 4[illegible]
Balance	70.8	$284,668 1[illegible]
Extra Receipts.		
Ore royalties		$134,820 27
Net result		$419,488 4[illegible]

Statement of Earnings and Expenses, Net Earnings, and Earnings and Expenses Per Mile from February 16th, 1905, to December 31st, 1908.

Year.	Average miles operated.	Eearnings.	Expenses.	Net earnings.	Operation ratio per cent.
		$ c.	$ c.	$ c.	
1905	113	253,720 55	139,772 50	113,948 05	55
1906	120	544,018 85	362,492 58	181,526 27	66
1907	139	853,520 01	645,412 29	208,107 72	75.6
1908	191	973,065 61	688,397 43	284,668 18	70.8
		Per Mile Operated.			
1905	113	2,245 31	1,236 92	1,008 39	55
1906	120	4,533 49	3,020 77	1,512 72	66
1907	139	6,140 43	4,643 25	1,497 18	76.6
1908	191	5,094 58	3,604 17	1,490 41	70.8

Earnings and Expenses by Months,

No.	Receipts.	Per cent.	January.	Per cent.	February.
			$ c.		$ c.
	1. Revenue from transportation :—				
1	Freight revenue	.....	30,507 69	.....	23,252 98
2	Passenger revenue	.....	19,109 60	.....	12,665 46
3	Excess baggage revenue	.....	193 76	.....	86 00
4	Mail revenue	.....	834 88	.....	781 40
5	Express revenue	.....	1,218 31	.....	888 66
6	Milk revenue (on passenger trains)	.....	92	.....	76
7	Other passenger train revenue	.....	.....	.....	.....
8	Switching revenue	.....	54 00	.....	62 00
9	Special service train revenue	.....	205 00	.....	.....
10	Miscellaneous transportation revenue	.....	20 59	.....	41 82
	Total	.....	52,144 75	.....	37,779 08
	II. Revenue from operations other than transportation :—				
11	Station and train privileges	.....	150 00	.....	150 00
12	Telegraph and telephone	.....	997 82	.....	1,202 97
13	Storage—freight	.....	53 31	.....	17 25
14	Storage—baggage	.....	15 95	.....	37 15
15	Car service	.....	444 00	.....	257 00
16	Rents of buildings and other property	.....	564 42	.....	613 19
17	Miscellaneous	.....	.....	.....	.....
18	Hire of equipment	.....	.....	.....	1,339 58
	Total	.....	2,225 50	.....	3,617 14
		.....	54,370 25	.....	41,396 22
	Expenditures.				
i	Maintenance of way and structures	20.6	11,286 62	23.9	9,892 98
ii	Maintenance of equipment	25.5	13,837 69	19.6	8,119 51
iii	Traffic expenses	1.2	812 00	1.6	679 66
iv	Transportation expenses	69.	37,689 43	82.	33,868 60
v	General expenses	3.7	2,028 96	6.9	2,886 85
	Total operating expenses	120.	65,654 70	134.	55,447 60
	Balance	.....	11,284 45	.....	14,051 38
	Extra receipts.				
	Ore royalties	.....	.....	.....	.....
	Hire of equipment	.....	Dr. 104 04	.....	.....
	Net result	Dr.	Bal. 11,388 49	.....	Dr. 14,051 38

Year ending December 31st, 1908.

Per cent.	March.	Per cent.	April.	Per cent.	May.	Per cent.	June.	No.
	$ c.		$ c.		$ c.		$ c.	
.....	41,950 23	.....	35,486 14	.....	36,676 26	.....	34,078 09	1
.....	17,538 30	.....	23,026 01	.....	35,467 94	.....	34,541 01	2
.....	140 71	.....	284 81	.....	295 45	.....	229 96	3
.....	821 68	.....	882 33	.....	882 33	.....	759 23	4
.....	1,018 46	....	1,120 94	.....	1,349 30	.....	1,809 40	5
.....	.....	.....	.....	.....	.....	.....	1 59	6
.....	.....	.....	.....	.....	.....	.....	.....	7
.....	74 60	.....	518 96	.....	201 00	.....	293 82	8
.....	47 40	.....	.....	.....	43 20	.....	739 95	9
.....	.....	.....	.....	.....	133 92	.....	38 54	10
.....	61,591 38	.....	61,319 19	.....	75,049 40	.....	72,491 59	
.....	150 00	.....	150 00	.....	150 00	.....	150 00	11
.....	1,784 45	.....	1,478 77	.....	1,154 66	.....	1,667 16	12
.....	31 91	.....	24 80	.....	44 77	.....	18 28	13
.....	54 10	.....	66 70	.....	121 85	.....	71 75	14
.....	308 00	.....	221 00	.....	749 00	.....	229 50	15
.....	332 45	.....	1,009 58	.....	797 27	.....	575 44	16
.....	8 05	....	.....	.....	162 47	.....	.....	17
.....	1,550 07	.....	292 08	.....	984 52	.....	6,871 15	18
.....	4,219 03	.....	3,242 92	.....	4,164 54	.....	9,583 28	
....	65,810 41	.....	64,562 12	.....	79,213 94	.....	82,074 87	
15.0	9,914 19	17.9	11,608 23	12.22	9,684 53	13.	10,328 25	i
15.3	10,042 37	15.	9,642 29	9.18	7,279 05	13.	11,022 62	ii
1.3	871 20	1.5	962 11	1.23	971 37	3.	2,497 75	iii
58.9	58,750 95	51.8	33,462 68	35.71	28,287 24	40.	33,101 20	iv
3.4	2,214 07	2.5	1,610 66	1 85	1,464 49	2.	1,610 10	v
93.9	61,792 78	88.7	59,285 97	60.19	47,686 68	71.	58,559 92	
.....	Cr. 4,017 63	.....	7,276 15	.....	31,527 26	.....	23,514 95	
.....	5,769 67	.....	1,379 73	.....	.....	.....	7,058 09	
.....	.....	.....	.....	.....	.....	.....	.....	
.....	Cr. 9,787 30	.....	8,655 88	.....	31,527 26	.....	30,573 04	

Earnings and Expenses by Months,

No.	Receipts.	Per cent.	July.	Per cent.	August.	Per cent.	September
			$ c.		$ c.		$ c.
	I. Revenue from transportation :—						
1	Freight revenue	.....	40,035 61	.....	41,771 95	.....	41,639 91
2	Passenger revenue	.....	34,152 62	.....	36,918 95	.....	35,923 29
3	Excess baggage revenue	.....	131 49	.....	165 41	.....	204 94
4	Mail revenue	.....	915 30	.....	881 39	.....	958 36
5	Express revenue	.....	1,920 46	.....	2,135 16	.....	2,076 51
6	Milk revenue (on passenger trains)	.....	2 16	.....	.....	.....	.....
7	Other passenger train revenue	.....	.....	.....	.....	.....	.....
8	Switching revenue	.....	676 19	.....	1,204 58	.....	1,357 69
9	Special service train revenue	.....	59 95	.....	215 00	.....	478 40
10	Miscellaneous transportation revenue	.....	.....	.....	.....	.....	.....
	Total	.....	77,893 78	.....	83,292 44	.....	82,639 10
	II. Revenue from operations other than transportation :—						
11	Station and train privileges	.....	150 00	.....	150 00	.....	150 00
12	Telegraph and telephone	.....	1,684 67	.....	1,948 95	.....	2,294 33
13	Storage—freight	.....	17 85	.....	19 29	.....	27 06
14	Storage—baggage	.....	84 65	.....	51 90	.....	55 10
15	Car service	.....	.....	.....	2,434 00	.....	.....
16	Rents of buildings and other property	.....	4,271 43	.....	688 55	.....	370 19
17	Miscellaneous	.....	.....	.....	.....	.....	23 89
18	Hire of equipment	.....	Cr1,052 70	.....	7,483 18	.....	1,279 37
	Total	.....	5,155 90	.....	12,775 87	.....	4,199 94
		.....	83,049 68	.....	96,068 31	.....	86,839 04
	Expenditures.						
i	Maintenance of way and structures	13.72	11,395 70	10.4	9,986 32	12.73	11,053 89
ii	Maintenance of equipment	11.43	9,489 47	8.2	7,869 69	9.44	8,200 50
iii	Traffic expenses	1.21	1,006 14	1.0	1,067 19	1.06	925 83
iv	Transportation expenses	35.82	29,751 22	30.0	28,772 59	35.83	31,112 56
v	General expenses	2.19	1,822 23	1.7	1,595 04	1.96	1,701 04
	Total operating expenses	64.37	53,464 76	51.3	49,290 83	61.02	52,993 82
	Balance	.....	29,584 92	.....	46,777 48	.....	33,845 22
	Extra Receipts.						
	Ore royalties	.....	12,815 82	.....	.....	.....	2,195 96
	Hire of equipment	.....	.....	.....	.....	.....	.....
	Net result	.....	42,400 74	.....	46,777 48	.....	36,041 18

Year ending December 31st, 1908.—*Con.*

Per cent.	October.	Per cent.	November.	Per cent.	December.	Per cent.	Total.	No.
	$ c.		$ c.		$ c.		$ c.	
.....	48,592 80	.....	41,940 16	.....	55,271 59	.....	471,203 41	1
.....	35,634 77	.....	34,526 02	.....	47,000 56	.....	366,504 53	2
.....	294 32	.....	292 62	.....	167 66	.....	2,487 13	3
.....	943 38	.....	873 50	.....	943 37	.....	10,477 15	4
.....	1,173 24	.....	1,853 75	.....	1,738 82	.....	18,303 01	5
.....	.....	.....	.....	.....	57	.....	6 00	6
.....	.....	.....	.....	.....	.....	.....	.....	7
.....	1,727 52	.....	2,064 92	.....	3,011 20	.....	11,246 48	8
.....	75 00	.....	.....	.....	15 00	....	1,878 90	9
.....	111 60	.....	267 78	.....	488 14	.....	1,102 39	10
.....	88,552 63	.....	81,818 75	.....	108,636 91	.....	883,209 00	
.....	150 00	.....	150 00	.....	150 00	.....	1,800 00	11
.....	3,889 00	.....	5,669 41	.....	4,178 03	.....	27,950 22	12
.....	26 56	.....	14 34	.....	48 83	.....	344 25	13
.....	69 90	.....	70 05	.....	89 50	.....	788 60	14
.....	1,991 92	.....	1,448 00	.....	936 00	.....	9,018 42	15
.....	478 33	.....	2,223 93	.....	1,295 21	.....	13,219 99	16
.....	.....	.....	.....	.....	1,741 45	.....	1,935 86	17
.....	2,692 56	.....	6,909 55	.....	6,553 95	...	34,799 27	18
.....	9,298 27	.....	16,485 28	.....	14,992 97	.....	89,656 61	
.....	97,850 90	.....	98,304 03	.....	123,629 88	.....	973,065 61	
12.2	11,948 21	12.2	12,011 41	7.9	9,798 90	12.9	125,563 43	i
9.3	9,123 02	12.3	12,049 51	10.4	12,887 29	12.3	119,563 01	ii
.9	931 17	.9	914 00	.7	861 54	1.3	12,499 96	iii
32.5	31,776 41	37.2	36,537 29	31.9	39,451 61	41.8	405,907 58	iv
1.7	1,638 79	2.1	2,082 79	3.4	4,208 43	2.5	24,863 45	v
56.6	55,417 60	64.7	63,595 00	54.3	67,207 77	70.8	688,397 43	
.....	42,433 30	.....	34,709 03	.....	56,422 11	.....	284,668 18	
.....	21,085 00	.....	20,175 70	.....	64,340 30	.....	134,820 27	....
.....	.....	.....	.....	.....	.....	.....	.....	....
.....	63,518 30	.....	54,884 73	.....	120,762 41	.....	419,488 45	....

Expenses by Months

	Maintenance of Way and Structures.	January.	February.	March.	April.	May.
		$ c.	$ c.	$ c.	$ c.	$ c.
1	Superintendence	210 31	312 57	108 86	120 97	343 55
1A	Salaries & Expenses—Roadmaster's Department	35 81	3 65	19 05	18 95	26 20
2	Ballast	Cr. 313 67	9 76	27 29	182 91	43 86
3	Ties	.....	.....	.....	1 25	278 62
4	Rails	Cr. 472 50	.....	Cr. 19 58	1,445 58	12 67
5	Other Track Material	253 73	.....	133 12	197 14	326 60
6	Roadway and Track	3,222 42	2,429 59	3,874 78	6,509 63	6,902 28
7	Removal of Snow, Sand and Ice	2,785 19	3,974 95	2,655 66	415 33	.....
8	Tunnels	.....	.....	.....	.....	.....
9	Bridges, Trestles and Culverts	608 87	612 59	670 63	797 15	129 80
10	Over and Under Grade Crossings	.....	.....	.....	.....	.....
11	Grade Crossings, Fences, Cattle Guards and Signs	66 08	171 93	21 00	47 98	98 44
12	Snow and Sand Fences and Snow-sheds	.....	.....	.....	.....	.....
13	Signals and Interlocking Plants	3 38	1 25	2 11	.....	4 28
14	Telephone and Telegraph Lines	356 58	210 53	256 69	295 00	124 15
15	Electric Power Transmission	.....	.....	.....	.....	.....
16	Buildings, Fixtures and Grounds	520 30	178 90	848 23	137 51	535 13
17	Docks and Wharves	.....	.....	.....	.....	.....
18	Roadway Tools and Supplies	760 05	148 51	271 83	513 37	289 27
19	Work Equipment—Repairs	503 61	550 02	553 36	653 37	468 02
20	" " Renewals	.....	.....	.....	.....	.....
21	" " Depreciation	.....	.....	.....	.....	.....
22	Injuries to Persons	.....	12 50	125 00	.....	.....
23	Stationery and Printing	51 18	.....	66 16	14 49	.....
24	Insurance	.....	.....	.....	.....	75 56
25	Other Expenses	17 89	.....	.....	257 60	26 10
26	Maintaining Joint Tracks, Yards, and other facilities—Dr.	2,050 05	1,295 75	.....	.....	.....
27	Maintaining Joint Tracks, Yards, and other facilities—Cr.	.....	.....	.....	.....	.....
		11,286 62	9,892 98	9,914 19	1,1608 23	9,684 53

Year ending December 31st, 1908.

June.	July.	August.	September.	October.	November	December.	Total.
$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
98 36	102 65	100 00	100 00	117 60	291 92	354 79	2,261 58
14 60	46 71	22 75	33 78	159 67	20 41	21 62	423 20
7 31	4 90	.....	22 93	.....	52 00	....	645 11
275 35	80 02	28 95	12 29	822 25	73 72	.....	1,572 45
15 81	3 59	.....	5 01	10 25	617 82	55 14	1,673 79
5 05	.....	.....	.....	.....	398 00	17 95	1,331 59
6,805 34	9,274 36	9,094 48	9,400 00	9,641 72	6,848 42	3,674 51	77,677 53
.....	1 53	.....	16 34	.....	219 44	2,313 51	12,381 95
.....	.....	.....	.....	.....	.....	.....	.....
252 67	112 51	38 05	233 22	26 00	364 91	351 22	4,197 62
.....	.....	.....	.....	.....	.....	.....	.....
468 95	74 44	89 38	31 65	2 00	14 73	15 97	1,102 55
.....	.....	.....	.....	.....	.....	.....	.....
50 64	8 16	.....	250 72	....	8 49	52 50	381 53
378 61	373 55	37 12	83 59	275 61	223 85	250 49	2,865 77
.....	.....	199 06	226 46	.....	46 00	3 20	474 72
.....	.....	.....	.....	.....	.....	.....	.....
410 02	236 51	278 68	353 38	441 89	800 18	651 98	5,392 71
.....	.....	.....	.....	.....	.....	.....	.....
176 31	194 28	65 85	69 22	307 71	163 16	336 44	3,296 00
355 37	875 46	29 80	100 61	81 46	370 27	187 34	5,028 69
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	25 00	.. . .	.....	162 50
4 61	7 03	.....	24 00	21 15	12 62	19 28	88 69
1,009 25	.....	.....	90 69	15 90	1,463 03	1,468 06	4,254 32
.....	.....	2 20	.....	.....	22 44	24 90	351 13
.....	.....	.....	.....	.....	.....	.....	.....
10,328 25	11,395 70	9,986 32	11,053 89	11,948 21	12,011 41	9,798 90	125,563 43

Expenses by Months,

	Maintenance of Equipment.	January.	February.	March.	April.	May.
		$ c.	$ c.	$ c.	$ c.	$ c.
28	Superintendence	618 52	600 72	631 20	627 89	947 92
29	Steam Locomotives—Repairs	3,037 49	3,491 88	4,523 42	3,118 00	3,263 18
30	" " Renewals					
31	" " Depreciation					
32	Electric Locomotives—Repairs					
33	" " Renewals					
34	" " Depreciation					
35	Passenger Train Cars—Repairs	5,493 43	1,242 82	1,545 00	3,894 19	636 90
36	" " " Renewals					
37	" " " Depreciation					
38	Freight Train Cars—Repairs	1,629 22	828 32	1,875 98	1,922 89	1,520 09
39	" " " Renewals					
40	" " " Depreciation					
41	Electric Equipment of Cars—Repairs					
42	" " " Renewals					
43	" " " Depreciation					
44	Floating Equipment—Repairs					
45	" " " Renewals					
46	" " " Depreciation					
47	Shop Machinery and Tools	224 74	198 59	362 56	160 31	111 56
48	Power Plant Equipment	79 86	88 47	38 04	46 81	16 82
49	Injuries to Persons		14 50	125 00		
50	Stationery and Printing	22 21	77 49	35 49	39 73	17 38
51	Insurance					34 72
52	Other Expenses	1,484 78	1,538 44	1,205 50	Cr. 550 32	590 80
53	Maintaining Joint Equipment at Terminals—Dr.					
54	Equipment Borrowed—Dr.	1,813 72	827 88	541 56	1,207 92	881 40
55	Maintaining Joint Equipment at Terminals—Cr.					
56	Equipment Loaned—Cr.	Cr. 566 28	Cr. 789 60	Cr. 844 38	Cr. 825 13	Cr. 741 72
		13,837 69	8,119 51	10,042 37	9,642 29	7,279 05

	Traffic Expenses.	January.	February.	March.	April.	May.
		$ c.	$ c.	$ c.	$ c.	$ c.
57	Superintendence	545 64	530 01	642 26	830 36	761 18
58	Outside Agencies					
59	Advertising	202 67	33 27	183 51	19 51	137 72
60	Traffic Associations			5 66		
61	Fast Freight Lines					
62	Industrial and Immigration Bureaus					
63	Stationery and Printing	63 69	104 61	33 00	111 73	68 75
64	Insurance					3 72
65	Other Expenses		11 77	6 77	0 51	
		812 00	679 66	871 20	962 11	971 37

Year ending December 31st, 1908.

June.	July.	August.	September.	October.	Novemb'r.	December.	Total.
$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
676 11	773 00	718 26	719 83	828 72	726 71	633 90	8,502 78
3,991 12	2,152 07	2,349 77	2,828 79	2,299 22	2,562 41	4,682 42	38,299 77
1,223 68	3,753 27	2,233 10	922 70	963 93	1,248 03	1,428 95	24,610 99
		21 99					
3,195 89	1,007 49	1,026 32	2,005 70	1,534 86	2,565 10	924 45	20,058 30
		21 99					
54 94	80 73	128 92	129 40	412 13	197 31	140 63	2,201 82
31 60	43 05	160 86	3 23	23 16	50 40	169 03	751 33
				25 00			164 50
49 38	40 15	53 74	31 62	33 54	80 62	36 07	517 42
486 84		513 38	29 25	7 95	939 63	939 63	2,951 40
572 42	738 39	173 00	723 58	1,766 55	1,799 74	2,289 29	12,332 17
1,113 24	1,289 28	1,046 76	1,098 36	1,608 84	2,167 44	1,951 08	15,547 48
r. 372 60	Cr. 387 96	Cr. 578 40	Cr. 291 96	Cr. 380 88	Cr. 287 88	Cr. 308 16	Cr. 6,374 95
11,022 62	9,489 47	7,869 69	8,200 50	9,123 02	12,049 51	12,887 29	119,563 01

June.	July.	August.	September.	October.	Novemb'r.	December.	Total.
$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
761 81	796 80	790 36	743 25	755 62	748 35	529 02	8,434 66
1,214 84	76 00	106 88	124 21	24 50	15 00	118 75	2,256 86
					25 00	11 75	42 41
	123 75	169 95	55 46	135 15	24 37	100 74	991 20
			2 91	15 90	101 28	101 28	225 09
521 10	9 59						549 74
2,497 75	1,006 14	1,067 19	925 83	931 17	914 00	861 54	12,499 96

Expenses by Months.

	Transportation Expenses.	January.	February.	March.	April.	May.
		$ c.	$ c.	$ c.	$ c.	$ c.
66	Superintendence	1,044 87	869 07	742 56	658 89	362 41
67	Dispatching Trains	484 50	497 88	559 15	500 35	271 00
68	Station Employees	3,299 04	2,844 30	2,955 63	2,976 99	2,705 00
69	Weighing and Car Service Associations	.....	17 55	.....	16 34	16 08
70	Stock Yards and Grain Elevators	.....	.....	.....	.....	.....
71	Coal and Ore Docks	.....	.....	.....	.....	.....
72	Station Supplies and Expenses	865 81	815 21	683 02	739 09	513 03
73	Yardmasters and their Clerks	67 00	214 39	215 00	215 00	141 00
74	Yard Conductors and Brakemen	892 29	595 44	498 66	481 13	344 75
75	Yard, Switch and Signal Tenders	.....	173 36	186 22	205 28	179 11
76	Yard Supplies and Expenses	116 20	52 98	65 58	43 79	346 22
77	Yard Enginemen	630 22	551 68	551 68	593 65	171 10
78	Enginehouse Expenses—Yard	232 86	142 38	219 94	184 15	113 81
79	Fuel for Yard Locomotives	1,898 59	954 93	1,413 82	1,433 59	1,290 23
80	Water for Yard Locomotives	91 09	86 99	46 91	37 80	46 02
81	Lubricants for Yard Locomotives	16 34	35 27	16 15	9 33	6 88
82	Other Supplies for Yard Locomotives	.....	20 49	8 64	18 55	9 99
83	Operating Joint Yards and Terminals—Dr.	.....	.....	2,140 90	1,589 02	937 14
84	Operating Joint Yards and Terminals—Cr.	.....	.....	.....	.....	.....
85	Motormen	.....	.....	.....	.....	.....
86	Road Enginemen	2,962 10	2,755 50	3,465 30	3,063 99	2,904 91
87	Enginehouse Expenses—Road	612 25	486 14	840 21	1,060 46	939 40
88	Fuel for Road Locomotives	16,202 99	15,248 75	13,947 84	11,257 71	9,344 19
89	Water for Road Locomotives	683 83	772 44	859 94	488 82	1,163 43
90	Lubricants for Road Locomotives	170 84	231 16	207 38	237 26	186 19
91	Other Supplies for Road Locomotives	206 04	150 93	227 17	112 85	84 50
92	Operating Power Plants	.....	147 16	854 51	.....	.....
93	Purchased Power	.....	.....	.....	.....	.....
94	Road Trainmen	3,038 25	2,972 03	3,726 85	3,513 56	3,059 39
95	Train Supplies and Expenses	1,489 44	698 32	1,383 79	1,806 18	910 43
96	Interlockers, Block and other Signals—Operations	.....	4 80	.....	.....	.....
97	Crossing, Flagmen and Gatemen	36 96	.....	.....	.....	.....
98	Drawbridge Operation	.....	.....	.....	.....	.....
99	Clearing Wrecks	251 93	621 48	204 55	136 95	176 8
100	Telegraph and Telephone—Operation	1,725 16	1,332 63	1,352 46	1,411 71	1,172 3
101	Operating Floating Equipment	.....	.....	.....	.....	.....
102	Express Service	.....	.....	.....	.....	.....
103	Stationery and Printing	491 70	414 99	615 51	478 04	639 3
104	Insurance	.....	.....	.....	.....	97 5
105	Other Expenses	16 16	2 25	.....	4 04	15 7
106	Loss and Damage—Freight	162 97	133 10	437 08	188 16	105 6
107	Loss and Damage—Baggage	.....	.....	74 50	.....	33 3
108	Damage to Property	.....	.....	.....	.....	.....
109	Damage to Stock on Right of Way	.....	.....	.....	.....	.....
110	Injuries to Persons	.....	25 00	250 00	.....	.....
111	Operating Joint Tracks—Dr.	.....	.....	.....	.....	.....
112	Operating Joint Tracks—Cr.	.....	.....	.....	.....	.....
		37,689 43	33,868 60	38,750 95	33,462 68	28,287 2

Year ending December 31st, 1908.

June.	July.	August.	September.	October.	Novemb'r.	December.	Total.
$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c	$ c.
469 39	594 47	659 30	597 87	737 98	847 03	855 65	8,439 49
276 00	267 45	249 05	292 00	306 92	202 00	196 75	4,103 05
2,947 47	2,827 40	2,716 11	3,036 38	2,940 05	3.571 20	3,545 15	36,364 78
27 50	13 77	15 47	14 55	14 76	15 66	15 80	167 48
.....	5 71	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....
517 31	228 01	89 87	276 74	899 76	468 96	486 94	6,589 46
120 00	139 50	150 00	165 00	156 75	193 50	151 00	1,928 14
220 31	243 38	260 00	230 18	236 17	725 01	973 33	5,700 62
163 45	182 95	167 36	127 72	150 79	117 38	139 25	1,792 87
41 64	34 68	32 08	95 72	67 59	58 98	45 94	1,001 40
448 80	431 08	433 54	421 96	391 59	511 86	652 08	5,789 30
127 32	112 44	69 66	71 53	63 77	65 96	169 86	1,573 68
883 37	968 73	941 07	995 15	1,068 96	1,023 99	2,049 94	14,922 37
42 96	123 91	21 94	34 94	15 87	25 20	18 35	591 97
24 58	3 17	22 32	11 77	14 99	16 18	18 19	195 17
1 05	9 49	4 58	0 44	6 89	6 78	8 21	95 11
1,501 67	1,860 51	1,942 17	1,860 59	1,575 01	1,912 66	2,173 98	20,839 48
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....
3,147 43	3,213 06	3,343 54	3,399 07	3,160 43	3,536 18	3,838 23	38,789 74
884 88	768 76	1,563 66	650 23	668 90	732 30	655 41	9,822 66
9,263 83	11,186 46	8,988 65	10,746 39	11,115 59	11,422 31	13,389 08	142,113 79
548 06	599 68	719 69	724 61	734 49	1,121 09	1,168 25	9,584 33
142 62	50 20	156 45	192 48	657 34	169 86	193 79	2,595 57
50 47	205 93	28 74	109 72	80 77	109 83	124 25	1,491 26
.....	58 30	.....	125 82	216 12	136 04	285 51	1,823 46
.....	.....	.....	.....	.....	.....	.....	.....
3,451 63	3,803 95	3,892 86	3,930 50	3,414 32	3,405 79	3,805 09	42,014 22
1,030 52	821 65	570 45	455 13	1,231 24	943 16	917 13	12,257 44
.....	.....	.....	.....	.....	.....	.....	4 80
.....	.....	.....	.....	.....	.....	.....	36 96
.....	.....	.....	.....	.....	.....	.....	.....
851 41	838 61	210 94	598 92	90 88	508 69	114 67	4,605 84
1,129 46	1,148 72	1,282 90	1,218 70	1,313 40	1,243 38	1,339 39	15,670 29
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....
606 67	422 90	411 42	403 25	522 71	427 45	535 45	5,969 42
1,307 16	.....	.....	87 75	7 95	1,411 11	1,411 11	4,322 62
.....	39 14	21 30	24 26	.....	.....	0 26	123 16
255 24	27 21	Cr. 80 53	207 93	Cr. 281 74	733 51	85 71	1,974 28
4 00	.....	Cr. 166 96	.....	5 00	.....	21 56	103 02
.....	.....	.....	.....	Cr. 8 00	799 24	6 30	872 04
.....	20 00	54 96	5 26	149 13	25 00	.....	304 35
2,655 00	Cr.1,500 00	.....	.....	50 00	.....	60 00	1,540 00
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....
33,101 20	29,751 22	28,772 59	31,112 56	31,776 41	36,537 29	39,451 61	405,907 58

Expenses by Months,

	General Expenses.	January.	February.	March.	April.	May.
		$ c.	$ c.	$ c.	$ c.	$ c.
113	Salaries and Expenses of General Officers	570 34	608 66	364 03	303 59	307 88
114	Salaries and Expenses of Clerks and Attendants	876 39	781 53	857 88	821 98	751 89
115	General Office Supplies and Expenses	239 89	250 65	164 90	319 22	63 28
116	Law Expenses	150 00	784 39	175 52	140 38	150 00
117	Insurance	.....	.....	212 92	.....	102 86
118	Relief Department Expenses	.....	.....	.....	.....	.....
119	Pensions	.....	.....	.....	.....	.....
120	Stationery and Printing	192 34	461 12	159 80	23 49	88 58
121	Other Expenses	.....	50	279 02	2 00	.....
122	General Administration Joint Tracks, Yards & Terminals—Dr.	.....	.....	.....	.....	.....
123	General Administration Joint Tracks, Yards & Terminals—Cr.	.....	.....	.....	.....	.....
		2,028 96	2,886 85	2,214 07	1,610 66	1,464 49

Year ending December 31st, 1908.

June.	July.	August.	September.	October.	November	December.	Total.
$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
457 21	350 60	315 00	259 38	257 70	259 17	347 52	4,401 08
658 61	756 31	712 64	889 24	866 45	Cr. 883 54	1 209 07	8,298 45
67 27	133 08	79 06	85 28	92 09	114 43	186 44	1,795 59
150 00	365 58	150 00	150 00	150 00	150 00	150 00	2,665 87
223 14	93 88	.....	5 88	7 95	2,169 96	2,169 96	4,986 55
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....
41 42	28 84	22 47	48 52	257 41	61 40	103 90	1,489 29
12 45	93 94	315 87	262 74	7 19	211 37	41 54	1,226 62
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....
1,610 10	1,822 23	1,595 04	1,701 04	2,638 79	2,082 79	4,208 43	24,863 45

Comparative Statement of Earnings and Expenditure.

Old Classification.

Receipts.	1908	1907	Increase	Decrease
	$ c.	$ c.	$ c.	$ c.
Passenger	370,310.98	388,343.03	.....	18,032.05
Mails and express	28,780.16	29,217.56	.....	437.40
Freight	472,513.57	390,894.29	81,619.28	.....
Miscellaneous receipts	83,369 23	18,660.96	64,708.27	.....
Telegraph and telephone	27,950.22	26,404,17	1,546.05	.....
Total	982.924.16	853,520.01	129,404.15	.....
Expenditure.				
Maintenance of way and structures	116,673.83	112,395.22	4,278.61	.....
Maintenance of equipment	111,727,23	88,016.79	23,710.44	.....
Conducting transportation	433,369.87	412,160.52	21,209.35	.....
General expenses	36,485.05	32,839.76	3,645.29	.....
Total operating expenses	698,255.98	645,412.29	52,843.69	.....
Net earnings	284,668.18	208,107.72	76,550.46	.....
Ore royalties	134,820.27	50,901.32	83,918.95	.....
Total net revenue	419,488.45	259,009.04	160,469.41	.....
Operating expenses to earnings, percentage	71%	75.6%	.....	4.6%
Maintenance of Way and Structures.				
Repairs of roadway	84,191.86	80,599.05	3,592.81	.....
Superintendence	1,896.04	2,132.12	.....	236.08
Ballast and ballasting	882.42	7,418.84	.....	6,536.42
Clearing of snow	12,144.64	6,582.14	5,562.50	.....
Renewals of rails	1,673.79	.....	1,673.79	.....
Renewals of ties	1,572.45	.....	1,572.45	.....
Repairs and renewals of bridges and culverts	4,197,62	4,644.81	.....	447.19
Repairs and renewals of fences, road crossings, signs and cattle guards	1,102.55	509.03	593.52	.....
Repairs and renewals of buildings and fixtures	5,398.42	4,209.15	1,189.27	.....
Repairs and renewals of docks and wharves	.....	.....	.....	.....
Repairs and renewals of telegraph	3,064.83	5.238.42	.....	2,173.59
Stationery and printing	220.52	132.16	88.36	.....
Other expenses	328.69	929.50	.....	600.81
Total	116,673.83	112,395.22	4,278.61	.....
Maintenance of Equipment.				
Superintendence	4,282.61	4,742.18	.....	459.57
Superintendence	4,021.84	2,781.51	1,240.33	.....
Repairs and renewals of locomotives	38,299.77	35,730.51	2,569.26	.....
Repairs and renewals of passenger cars	24,610.99	14,178.93	10,432.06	.....
Repairs and renewals of freight cars	20,058.30	15,867.22	4,191.08	.....
Repairs and renewals of work cars	4,375.32	5,678.06	.....	1,302.74
Repairs and renewals of marine equipment	.....	.....	.....	.....
Repairs and renewals, shop, machinery and tools	2,953,15	5,047.12	.....	2,093.97
Stationery and printing	517,42	571 29	.....	53.87
Other expenses	12,607.83	3,419.97	9,187.86	.....
Total	111,727.23	88,016.79	23,710.44	.....

Comparative Statement of Earnings and Expenditure—*Con.*

Old Classification.

Receipts.	1908	1907	Increase	Decrease
Conducting Transportation.	c.	$ c.	$ c.	$ c.
Superintendence	17,078.14	14,802 08	2,276.06	.....
Engineers and firemen, passenger	19,834.38	14,227.31	5,607.07	.....
Engineers and firemen, freight	24,744.66	23,485.86	1,258.80	.....
Round house men	12,398.01	6,665-50	5,732.51	.....
Fuel for locomotives	157,040.76	149,873.98	7,166.78	.....
Water supply for locomotives	10,176.30	11,076.17	.....	899.87
Oil, tallow and waste for locomotives	2,790.74	3,217.60	.....	426.86
Other supplies for locomotives	1,608.81	1,084.68	524.13	.....
Train service, passenger	15,974.30	12,649.75	3,324.55	.....
Train service, freight	26,150.17	23,956,53	2,193,64	.....
Train supplies and expenses	12,478.44	14,343.85	.....	1,865.41
Switchman, flagman and watchman	7,670,52	6,087.59	1,582.93	.....
Telegraph expenses	19,773,34	16,096.96	3,676.38	.....
Station service	38,670.82	35,737.16	2,933.66	.....
Station supplies	7,602.47	7,687.54	.....	85.07
Switching charges balance	18,106.00	17,139.72	966.28	.....
Car mileage balance	19,031.08	32,990.12	.....	13,959.04
Hire of equipment	.....	Cr. 225.15	.....	Cr. 225.15
Loss and damage	3,047.65	1,031.20	2,016 45	.....
Injuries to persons	1,867.00	196.34	1,670.66	.....
Clearing wrecks	4,605.84	4,031.32	574.52	.....
Operating marine equipment	.....	.....	.....	.....
Advertising	2,256.86	2,501.81	.....	244.95
Outside agencies	.....	.....	.....	.....
Commissions	.....	.....	.....	.....
Stockyards and elevators	.....	.....	.....	.....
Rents for tracks, yard and terminals	1,971.52	1,031 43	940.09	.....
Rents of buildings and other property	.....	1,536 00	.....	1,536.00
Stationery and printing	6,960.62	7,732.35	.....	771.73
Other expenses	1,531.44	3,334.82	.....	1,803.38
Total	433,369.87	412,292.52	21,077.35	.....
General Expenses.				
Salaries of general officers	3,534.42	3,529.66	4.76	.....
Salaries of clerks and attendants	8,411.27	8,400.77	10.50	.....
General office expenses and supplies	2,549.43	4,084.69	.....	1,535.26
Insurance	16,608.15	11,516.54	5,091.61	.....
Law expenses	2,665.87	3,409.04	.....	743.17
Stationery and printing (general offices)	1,489.29	1,445.67	43.62	.....
Other expenses	945.10	171.44	773.66	.....
Guarantee premiums	281.52	149.95	131.57	.....
Total	36,485.05	32,707.76	3,777.29	.....

Freight Traffic Movement.

Commodities.	Freight originating on this road.	Freight received from foreign rds.	Total tonnage	
	Whole tons.	Whole tons.	Whole tons.	Per cent
Merchandise	76.63	107.61	184.24	3.809
Grain	41.00	15.59	56.59	1.168
Flour	24.62	9.05	33.67	.695
Mill feed	.77	1.49	2.26	.046
Lumber	354.54	15.80	370.34	7.646
Logs	1,675.20	.01	1,675.21	34 383
Bark	5.97	. .....	5.97	.123
Square timber	119.06	.09	119.15	2.459
Other forest products	89.95	1.47	91.42	1.887
Cordwood, slabs and edgings	15.95	.02	15.97	.329
Pulp wood	495.45	.....	495.45	10.327
Bituminous coal	.....	573.48	573.48	11.837
Anthracite coal	.....	120.39	120.39	2.485
Cement, brick and lime	31 99	35.98	67.98	1.403
Stone	1.09	3.51	4.60	.095
Sand and gravel	22.99	1.08	24.07	.496
Silver ore	250.79	.....	250.79	5.276
Other ores	114.92	.....	114.92	2.372
Live stock	13.89	11.58	25.47	.525
Dressed meats	5.54	17.66	23.20	.478
Hay	28.21	42.23	70.44	1.454
Butter, cheese and eggs	.13	1.01	1.14	.023
Agricultural Imp. and machinery	17.85	13 11	30.96	.639
Household goods and furniture	5.26	7.30	12.56	.259
Emigrants' movables and stock	2.77	9.74	12.51	.258
Iron and steel	13.71	7.33	21.04	.434
Manufactured goods	59.09	58.43	117.52	2.425
Steel rails	.....	91.76	91.76	1.894
Oils	.....	20.70	20.70	.427
All others	174.60	36.05	210.65	4.348
	3,641.97	1,202.47	4,844.44	100.000

Classified Statement of Employees and Salaries.

Class.	No.	Total days worked.	Total compensation.	Average daily compensation.
General officers	12	3,799	$19,570 00	$5 21
Other officers	10	2,804	8,406 17	2 99
General officers and clerks	55	15,184	29,113 07	1 84
Station agents	20	6,528	15,606 10	2 39
Other station men	76	15,855	26,231 40	1 65
Enginemen	28	9,492	35,455 17	3 74
Firemen	30	9,508	21,991 94	2 31
Conductors	29	8,693	26,043 13	3 00
Other trainmen	63	18,682	34,557 80	1 85
Machinists	14	3,939	12,558 36	3 18
Carpenters	41	4,494	11,789 05	2 62
Other shop men	97	25,901	49,076 12	1 89
Track foremen	60	15,514	37,561 87	2 42
Other track men	540	141,138	229,436 71	1 63
Switch tenders, watchmen, etc.	2	341	855 00	2 51
Operators and despatchers	19	5,682	15,753 92	2 76
All others	63	7,753	14,045 00	1 81
	1,159	295,307	$588,050 81	$1 99

Traffic and Mileage Statistics.

Passenger Traffic.	
1. Number of passengers carried earning revenue	479,005
2. Number of passengers carried one mile	15,252,710
3. Number of passengers carried one mile, per mile of road	79,857
4. Average distance carried (miles)	32.05
5. Total passenger revenue	$366,504.53
6. Average amount received from each passenger (cents)	7.65
7. Average receipts per passenger per mile (cents)	2.43
8. Total passenger earnings	$399,091.14
9. Passenger earnings, per mile of road	2,089.48
10. Passenger earnings, per train mile	1.58
Freight Traffic.	
11. Number of tons carried of freight earning revenue	484,444
12. Number of tons carried one mile	34,279,838
13. Number of tons carried one mile, per mile of road	179,475
14. Average distance haul of one ton (miles)	70.7
15. Total freight revenue	$471,203.41
16. Average amount received for each ton of freight (cents)	9.72
17. Average receipts per ton per mile (cents)	1.37
18. Total freight earnings	$472,513.57
19. Freight earnings per mile of road	2,473.89
20. Freight earnings per train mile	2.62
Total Traffic.	
21. Gross earnings from operation	$973,065.61
22. Gross earnings from operation per mile of road	5,094.58
23. Gross earnings from operation per train mile	2.17
24. Operating expenses	688,397.43
25. Operating expenses per mile of road	3,604.17
26. Operating expenses per train mile	1.53
27. Income from operation	284,668.18
28. Income from operation per mile of road	1,490.41
Car Mileage, etc.	
29. Mileage of passenger cars	1,239,286
30. Average number of passenger cars per train mile	5.06
31. Average number of passengers per train mile	57
32. Mileage of loaded freight cars, north or east	1,064,887
33. Mileage of loaded freight cars, south or west	819,325
34. Mileage of empty freight cars, north or east	318,097
35. Mileage of empty freight cars, south or west	522,655
36. Average number of freight cars per train mile	14
37. Average number of loaded cars per train mile	9.65
38. Average number of empty cars per train mile	4.35
39. Average number of tons of freight per train mile	175
40. Average number of tons of freight per loaded car mile	13
41. Average mileage operated during year	191
Train Mileage.	
42. Mileage of revenue passenger trains	252,589
43. Mileage of locomotives employed in "helping" passenger trains	588
44. Percentage of "helping" to revenue train mileage (per cent.)	.0002
45. Mileage of revenue mixed trains	14,979
46. Mileage of revenue freight trains	180,273
47. Mileage of loc. employed in "helping" mixed or freight trains	2,344
48. Percentage of "helping" to revenue train mileage (per cent)	.0013
49. Total revenue train mileage (miles)	451,408
50. Mileage of non-revenue trains	16,030

Statement of Private Sidings—T. & N. O. Railway.

Mileage.	Completed.	Length.	Lessor.	Rental.	Cost.	Amt. upon which rental based.	Amount cost to lessor.	Conditions.
				$ c.	$ c.	$ c.	$ c.	
North Bay Jct..	July 1st, 1907.....	632 feet	J. A. Cole & Co.....	37 74	864 06	629 01	235 05	Usual.
2½.....	November 29th, 1905	391 "	North Bay Lumber Co.....	45 37	756 42	756 42	.....	"
2½.....	January 15th, 1906..	954 "	Milne & Sons.....	65 19	1,086 58	1,086 58	.....	"
Trout Mills.....	June 1st, 1907.....	702 "	" "	44 69	946 50	744 83	201 67	"
10½.....	August 16th, 1906...	750 "	St. Catherines W. L. Co.....	38 00	839 17	634 64	204 53	"
11¾.....	September 24th, 1907	491 "	Long Lake Lumber Co.....	28 70	662 24	478 49	183 75	"
19⅛.....	January 9th, 1908..	1,072 "	DeLaplante Lumber Co.....	51 42	1,330 81	856 98	473 83	"
20½.....	December 15th, 1905	900 "	Graham & Ferguson.....	71 55	1,548 20	1,192 00	356 20	"
23½.....	.....	300 "	Mackie Bros.....	13 00	282 80	216 87	65 93	"
23½.....	March 6th, 1907....	1,029 "	Temagami Lumber Co.....	42 95	1,480 45	715 97	764 48	"
26.....	June 9th, 1906.....	808 "	Milne & Sons.....	48 03	804 95	804 95	.....	"
26.....	June 9th, 1906.....	863 "	Ferguson & McFadden.....	48 62	870 65	810 47	60 18	"
28.....	.....	770 "	" "	48 46	807 79	807 79	.....	"
30½.....	June 9th, 1906.....	.....	" "	48 17	1,063 62	801 95	261 67	"
74½.....	June 20th, 1907.....	1,211 "	Temagami M. & M. Co.....	62 63	3,929 49	1,043 89	.....	$2.00 per car.
81½.....	December 18th, 1905	329 "	Northland Mng. Co.....	.....	477 55	.....	.....	
81½.....	February 12th, 1907	5,757 "	" " "	.....	21,024 52	.....	.....	Spec. agreement.
93½.....	February 20th, 1907	396 "	Empire Lumber Co.....	21 53	803 74	357 50	446 24	Usual.
93½.....	October 12th, 1907.	663 "	J. R. Booth.....	39 41	2,079 25	656 89	1,422 36	$2.00 per car.
Latchford.....	October 31st, 1905...	3,658 "	Empire Lumber Co.....	210 24	3,504 06	3,504 06	.....	Usual.
"	October 31st, 1905...	803 "	Salmon & Co.....	50 24	837 33	837 33	.....	"
99.....	October 4th, 1905...	1,070 "	Gillles Bros.....	64 28	1,071 36	1,071 36	.....	"
102.....	June 30th, 1906.....	304 "	Silver Queen Mng. Co.....	27 64	1,057 03	460 73	596 30	"
Cobalt	November 28th, 1905	270 "	O'Brien Mine.....	45 31	755 26	755 26	.....	"
102½.....	December 13th, 1907	525 "	Muggley Concentrators.....	71 19	1,811 36	1,186 48	624 88	"
102½.....	March 6th, 1907....	431 "	Cleveland Cob. S. Mines....	17 08	619 27	284 68	334 59	"
Cobalt	November 9th, 1904	426 "	Timmins Mines.....	47 41	790 21	790 21	.....	"
111½.....	September 24th, 1907	214 "	McLellan & Co.....	21 14	504 76	352 38	152 38	"
New Liskeard...	July 24th, 1907.....	595 "	Liskeard B. C. & Lbr. Co....	36 13	949 15	602 18	346 97	$2.00 per car.
122.....	December 31st, 1906	377 "	Drew & Taplin.....	26 01	433 53	433 53	.....	Usual.
123½.....	June 16th, 1907.....	263 "	F. W. Love.....	20 77	525 18	346 16	179 02	"
127½.....	November 27th, 1907	229 "	Michigan Sulph. Fibre Co...	20 58	439 14	343 00	96 14	"
Earlton.....	July 20th, 1907.....	1,200 "	McBurney Lumber Co.....	61 10	1,526 74	1,018 41	508 33	"
Matheson	December 21st, 1907	671 "	Reynolds Construction Co...	40 00	1,033 30	662 69	370 61	"
"	June 12th, 1908.....	469 "	E. F. & G. E. Fauquier.....	32 00	679 86	536 39	143 47	"
40.....	.....	.....	Cleveland Sarnia Saw Mills..	1,438 23	.....	23,970 56	.....	"

Statement of Private Sidings—T. & N. O. Railway.—*Continued.*

Mileage.	Completed.	Length.	Lessor.	Rental.	Cost.	Amt. upon which rental based.	Amount cost to lessor.	Conditions.
				$ c.	$ c.	$ c.	$ c.	
.....	.....	550 feet	Mason & Gordon.....	159 74	2,662 40	2,662 40	.....	Usual.
Jocko	June 1st, 1905.	1,150 "	Munroe & Coxford.....					
130.....	Dec. 16th, 1908	150 "	Riordan Pulp Co.....	6 00	109 24	89 04	20 20	
Trout Mills.....	Dec. 19th, 1908	400 "	Wm. Milne & Sons.....	30 00	654 40	499 97	154 43	
Cobalt.....	Dec. 15th, 1908	176 "	La Rose Mines.....	9 00	260 62	151 25	109 37	
123⅜.....	Oct. 10th, 1908.....	423 "	Hammermill Paper Co	18 00	345 73	296 46	49 27	
121⅜.....	Dec. 2nd, 1908.....	862 "	Hammermill Paper Co	47 00	1,141 92	774 74	367 18	
120.....	Aug. 30th, 1907	1,140 "	Riordan Pulp Co.....	61 00	1,433 19	1,019 64	413 55	
26.....	Nov. 1st, 1908.....	4,787 "	E. J. Bucknam & Co., Tomiko Mills.....	245 00	5,205 68	4,079 55	1,126 13	
26.....	.....	.....	E. J. Bucknam & Co., Tomiko Mills.....	251 00	4,371 01	4,183 74	187 27	
133¼.....	Dec. 1st, 1908.....	358 "	Riordan Paper Mills.....	29 00	728 53	483 08	245 34	
Trout Mills.....	Oct. 7th, 1908.....	.....	Wm. Milne & Son.....	12 00	209 46	200 15	9 31	
" "	Oct. 7th, 1908.....	259 "	" " "	11 00	211 87	175 15	36 72	Usual.
" "	May 14th, 1908.....	1,908 "	" " "	82 00	1,497 23	1,359 62	137 61	"
New Liskeard...	June 19th, 1908.....	167 "	J. A. Miller	7 00	142 72	116 61	26 11	"
2½.....	Jan. 12th, 1907.....	1,020 "	Montreal Smelting & Reduction Co.....	47 00	2,003 83	782 90	1,220 93	Special Agreement.
2½.....	July 1st, 1907.....	147 "	" " "	8 00	155 70	122 81	32 89	
Cobalt	.....	.....	Nipissing Mining Co.....	.....	.....	.....	1,344 59	$3.00 per car.
"	Sept., 1908.....	99 "	O'Brien Mine.....	5 00	147 49	70 75	76 74	Usual.
126½.....	.....	420 "	Drew & Taplin	28 74	851 65	479 05	372 60	

Cost of Sidings Laid by Road Department.

Location.	Description.	Number feet.	Cost.
North Bay Junction.	Freight house spur	2,496	$17,529 47
"	Cole's lumber spur	622	864 06
"	Ash pit track	400	923 99
"	Turn-Table inwards and outwards.'	607	
"	Round house pit tracks (7,132 feet each)	934	2,537 06
"	Round house tracks, outside	530	
"	Wheel bays for engine wheels	186	285 25
"	Machine shop spur	504	1,099 19
"	Boiler room spur	177	272 42
"	Snow plow spur	266	602 55
"	Short transfer	1,326	2,981 00
"	Coach siding	1,145	2,566 45
"	Weigh scales siding	173	383 22
"	Wheel-bays for car wheels	560	469 08
"	Stores' siding	507	2,000 90
"	Car repair track	491	
"	Truck storage spur	195	3,672 95
"	Lorry track	1,170	
"	Auxiliary siding	456	1,213 32
"	Through siding No. 8. extended	114	
"	" No. 9. "	106	
"	Spur siding No. 10	350	
"	" No. 11	643	
"	" No. 12	918	
"	" No. 13	1,283	
"	" No. 14	1,579	
"	" No. 15	1,560	
"	Through siding No. 16	1,780	41,963 62
"	" No. 17	2,053	
"	" No. 18	2,077	
"	" No. 19	2,110	
"	" No. 20	2,150	
"	" No. 21	4,064	
"	East ladder track extended	1,230	
"	Cross-over from ladder track No. 1 to ladder No. 2	180	
"	Round house pit tracks	1,056	2,109 81
"	Ladder track No. 2	1,583	2,001 80
"	Ladder track	513	1,089 74
"	Coal dump spur	869	1,095 00
"	Through siding No. 1 extended	1,745	2,076 91
"	" No. 2 "	1,219	1,269 27
"	" No. 3 "	100	313 66
"	" No. 4 "	100	327 94
"	" No. 5 "	100	400 94
"	" No. 6 "	129	375 98
"	" No. 7 "	135	398 94
Mile post 2½	Wm. Milne & Sons	6,646	7,344 49
"	North Bay Lumber Co	397	791 62
Mile post 3½	Montreal Red. & Smelting Co	1,167	2,017 23
" 10½	St. Catharines Wood & Pulp Co	769	839 27
" 19⅜	DeLaplante Lumber Co	1,072	1,330 75
" 23½	Temagami Lumber Co	1,564	2,192 93
" 26	Tomiko Lumber Co	9,699	9,529 59
"	Ferguson & McFadden	863	911 95
"	Ferguson, McFadden & Milne	1,671	1,688 91
"	Wm. Milne & Son	2,012	1,916 03
Mile post 30½	Ferguson & McFadden	973	1,153 18
" 32½	Munroe Log Spur	1,150	1,172 61
"	Mason & Gordon	550	598 99
Mile post 37½	Temagami Lumber Co	213	440 09
" 39¾	Diver thro' siding	2,165	3,462 33
" 72	Temagami cross-over	207	481 93
" 74½	Temagami Mining and Milling Co.	1,211	3,929 49
" 72	Temagami Town spur	513	774 64
" 81½	Northland Mining Co	5,787	21,222 39

Cost of Sidings Laid by Road Department.—*Continued.*

Location.	Description.	Number feet.	Cost.
Mile post 92½	Gillies Bros'. dock spur.....	473	$830 31
" 93¼	Booth & Sons' dock spur.....	663	2,079 25
" 93⅝	Salmon & Sons' saw mill spur.....	803	899 73
" 94	Empire Lumber Co.....	3,658	3,504 06
" 94⅛	Latchford town siding.....	667	741 21
" 94⅛	" weigh scales siding.....	888	2,080 65
" 94¼	" cross over.....	165	901 13
" 98½	Gillies Bros'. depot spur.....	1,070	1,150 33
" 99¾	Empire Lumber Co.....	1,350	1,759 85
" 101¼	Dynamite delivery spur.....	300	1,009 17
" 102	Through siding.....	1,689	6,901 74
" 102½	Muggley concentrator spur.....	525	1,811 36
"	Cleveland-Cobalt Mining Co.....	431	619 28
" 102⅝	Cobalt through siding.....	1,493	6,084 89
" 103	South end original freight house siding.....	397	426 00
"	Cobalt town siding.....	858	3,293 16
"	Freight house spur.....	397	1,109 65
"	Right of way mine spur.....	326	943 32
" 103½	LaRose mine spur.....	602	1,115 58
" 105¾	North Cobalt town siding.....	608	2,441 17
" "	" " through siding.....	2,956	11,887 42
" 107½	Haileybury through spur	322	5,885 05
"	" freight house siding.....	1,036	1,759 90
"	" warehouse siding.....	1,378	2,800 57
	(Balance of cost included in ext'n of thro' sdg.)		
"	Haileybury freight house siding	366	3,333 36
"	" new spur.	477	
" 110½	" spur.....	8,650	13,545 17
" 111½	McLellan's spur.....	244	504 76
" 112½	New Liskeard Brick Co.....	595	949 15
" 113	" " No. 1 crossover.....	177	658 76
"	" " No. 2 "	176	656 89
"	" " No. 3 "	178	569 70
" 118¾	Uno Park town siding.....	721	1,985 42
" 121¾	Hammermill Paper Co.....	862	1,141 92
" 122	Water tank spur	377	433 53
" 123¾	Love's saw mill spur.....	686	870 92
" 125	Thornloe town siding	914	3,494 54
" 126½	Drew & Taplin's spur.....	420	851 65
" 127⅛	Michigan Sulphite Fibre Co.....	229	439 13
" 128¾	Earlton town siding.....	755	2,528 66
" "	McBurney's sawmill spur.....	1,200	1,432 74
" 130	Riordan Pulp Co.....	595	1,003 59
" 133¼	" "	358	728 23
" 135	Heaslip town siding.....	677	1,995 52
Kerr Lake Branch ..	Engine house spur.....	302	522 69
" "	McKinley Darragh Mine Co.....	393	872 99
" "	Nipissing mine siding.....	490	1,944 59
" "	Provincial mine siding.....	382	638 38
" "	Terminal spur	571	3,425 63
" "	" through siding.....	660	
Mile post 138½	Wye for turning trains.....	2,330	4,754 52
" "	Snow plow spur.....	258	783 31
" "	Cross over No. 1.....	177	604 34
" "	" No. 2.....	177	604 05
" "	Warehouse siding.....	1,484	2,112 35
" "	Turn-table cut out.....	846	
" "	Cinder pit track.....	675	
" "	Auxiliary siding	478	
" "	Coal chute spur.....	493	
" "	Machine shop spur.....	466	13,417 09
" "	Boiler room spur.....	530	
" "	Cross-over.....	177	
" "	Round house pit tracks.....	1,048	
" "	Wheel bays, Nos. 1 and 2.....	262	

Cost of Sidings Laid by Road Department.—*Concluded.*

Location.	Description.	Number feet.	Cost.
Mile post 138½	Through siding	1,870	$3,488 29
Charlton Branch –			
Mile post 5½	Through siding	1,064	
" 6½	" "	628	4,728 34
" 8¼	Dock spur	581	
Matheson	Siding west of coal dock	413	519 06
"	Spur to engine shed No. 1	378	611 28
"	" " No. 2	261	461 90
"	North leg of wye	391	501 77
Mile post 205	Spur north of engine shed	672	194 61
" "	Fauquier Bros'. spur	469	679 86
" "	Reynolds Construction Co. spur	671	1,033 30
	Total		$293,679 01
Cochrane	Extension main line and temporary town siding	5,839	7,298 14
	Grand Total		$300,977 15

Equipment Owned by Temiskaming and Northern Ontario Railway, December, 31st, 1908.

	Total authorized equipment.	Available for service.	Destroyed or transferred to other classes.	Capacity. Tractive. Power. Pounds.	Valuation.	Total Valuation carried general ledger.
STEAM LOCOMOTIVES.					$ c.	$ c.
Class A 3	2	2	.....	56,320	.....	.....
Class C 2	2	2	.....	26,488	.....	.....
Class C 3	24	24	.....	559,020	.....	.....
Total	28	28	.....	641,828	447,293 29	447,293 29
PASSENGER CAR EQUIPMENT.						
Passenger, 1st Class	14	14	.....	.....	.....	.....
Passenger, 2nd Class	19	19	.....	.....	263,314 13	.....
Baggage and Mail	4	4	.....	.....	.....	.....
Baggage and Express	7	7	.....	.....	.....	.....
Mail and Express	2	2	.....	.....	65,937 22	.....
Private	2	2	.....	.....	16,524 77	.....
Total	48	48	.....	.....	.....	345,776 12
FREIGHT CAR EQUIPMENT.						
Box	100	100	.....	.....	112,748 95	.....
Stock	10	10	.....	.....	8,989 20	.....
Vans	14	13	1	.....	20,802 33	.....
Flats	498	489	9	.....	404,548 74	.....
Total	622	612	10	.....	.....	547,089 22
MAINTENANCE WAY EQUIPMENT.						
Pile Driver	1	1	.....	.....	11,484 48	.....
Snow Plows	4	3	1	.....	19.022 33	.....
Flangers	2	2	.....	.....	3,609 94	.....
Hand Cars	99	.....	.....	.....	.....	.....
Push Cars	32	.....	.....	.....	.....	.....
Motor Cars	1	.....	.....	.....	.....	.....
Velocipedes	15	144	3	.....	6,391 10	.....
Steam Shovels	2	2	.....	.....	16,925 41	.....
Wrecking Trains	2	2	.....	75 tons	29,152 54	.....
Auxiliary	2	2	.....	.....	4,277 80	.....
Ledgerwood Ballast Unloader	2	2	.....	.....	.....	.....
Side Ballast Plow	2	2	.....	.....	.....	.....
Centre Ballast Plow	2	2	.....	.....	.....	.....
Jordan Ballast Spreader	1	1	.....	.....	.....	.....
Mahoney Ditching Machine	1	1	.....	.....	19,507 44	.....
Total	168	164	4	.....	.....	110,371 04
						1,450,529 67

Contract for Construction of Haileybury Spur.

THIS INDENTURE made the First day of May, one thousand nine hundred and eight.

Between John Robert McQuigge and Robert A. Hunt, of Arnprior, co-partners trading under the firm name of McQuigge and Hunt, hereinafter called the Contractor and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

Witnesseth that in consideration of the covenants and agreements on the part of the Commission hereinafter contained the contractors covenant and agree with the Commission as follows:—

1. In this contract the word "work" or "works" shall unless the context requires a different meaning, mean the whole of the work and materials matters and things required to be done, furnished and performed by the contractors under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work; and the Consulting Engineer shall mean the Consulting Engineer with reference to said work from time to time appointed by the Commission, whether such Consulting Engineer shall or shall not be a member of said Commission.

2. Wherever in this Indenture the contractors or the Commission is mentioned or referred to, such mention or reference shall extend to and be binding upon the executors, administrators, successors and assigns of the said parties respectively.

3. The Contractors will at their own expense provide all and every kind of labour machinery and other plant materials, articles and things whatsoever necessary for the due execution and completion of all and every the works set out or referred to in the accepted tender and in the specifications hereunto annexed and set out or referred to on plans and drawings prepared and to be prepared for the purposes of the work and will execute fully and complete the respective portions of such works and deliver the same complete to the Commission on or before the thirty-first day of July, 1908; the said works to be constructed of the best materials of their respective kinds and finished in the best and most workmanlike manner in the manner required by and in strict conformity with the specifications and the drawings relating thereto and the working or detail drawings which may from time to time be furnished (which said specifications tender plan and drawings are hereby declared to be part of this contract) and to the complete satisfaction of the Engineer and of the Consulting Engineer.

4. Time shall be deemed to be material and of the essence of this contract. The contractors shall forthwith commence work and shall proceed diligently therewith at the rate required by the Engineer and shall complete the work, including extras and alterations and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer and the Consulting Engineer by the said date as mentioned and set out in clause 3 or by such other date as on the written application of the Contractors for an extension of time the Engineer may in writing substitute and in default shall pay to the Commission by way of liquidated damages the sum of twenty-five dollars for each day which may elapse after the said date mentioned in clause 3 or the date expressly substituted therefor in manner aforesaid by the Engineer before the whole work shall be so completed and delivered.

5. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same and the Contractors shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer but the contractors shall not make any change in or addition to or ommission or deviation from the work and shall not be entitled to any payment for any change addition, deviation or any extra work, unless such change addition omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractors and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work shall be final and the Contractors shall only be allowed at the same rates as per their tender attached for such additional work, if any, and in case any work shall be required to be done by the Contractors, which in the opinion of the Engineer shall not fall within any of the classes of work enumerated in the said tender the Engineer may from time to time if he see fit instead of requiring any such work to be done by day labour as mentioned in clause 82 of the specifications, fix the amount to be paid in respect thereof and his decision in that behalf shall be final and the obtaining of his decision in writing shall be a condition precedent to the right of the contractors to be paid therefor. If any such change or alteration constitutes in the opinion of the said Engineer, a deduction from the works his decision as to the amount to be deducted on account thereof shall be final and binding.

6. All the clauses of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the works tendered for and no changes, additions, deviations or extra work shall annul or invalidate this contract.

7. If any change or deviation in or omission from the works be made by which the amount of work to be done shall be decreased no compensation shall be claimable by the Contractors for any loss of anticipated profits in respect thereof.

8. The Engineer shall be the sole judge of the work and material in respect of both quantity and quality and his decision on all matters in dispute with regard to the work or material shall be final. Provided, however, that he shall have the right to consult the Consulting Engineer and to associate the Consulting Engineer with him in the decision of any such question or questions from time to time and no works or extra or addition works shall be deemed to have been executed, nor shall the Contractors be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer, as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractors to be paid therefor.

9. IT IS HEREBY DISTINCTLY UNDERSTOOD AND AGREED that the respective portions of the work set out or referred to in the Schedule of prices or tender to be paid for the different kinds of works include not only the particular kinds of work or material mentioned in the said list or schedule, but also all and every kind of works, labour, tools, plant, materials and things whatsoever necessary for the full execution and completing

Temporary Trestle. Kerr Lake Branch.

ready for use of the respective portions of the works mentioned in the list or schedule to the satisfaction of the Engineer, but if it be found that anything has been omitted or mis-stated in said list or specifications which is necessary for the proper performance and completion of any part of the works included in said list or schedule the Contractors will execute the same to the satisfaction of the Engineer as though it had been properly described and the Contractors shall be paid therefor as for extra work and in case of dispute as to what work labour, material, tools and plant are or are not so included, omitted or mis-stated in said list or schedule, the decision of the Engineer shall be final and conclusive.

10. A competent foreman is to be kept on the ground during all the working hours to receive the orders of the Engineer and should the person so appointed be deemed by the Engineer incompetent or conduct himself improperly he may be discharged by the Engineer and another shall be at once appointed in his stead by the Contractors; such foreman shall be considered as the lawful representative of the Contractors and shall have full power to carry out all requisitions and instructions of the said Engineer but this clause shall not relieve the contractors from the duty to personally superintend the work.

11. In case of any material or other things in the opinion of the Engineer not in accordance with the said several parts of this contract or not sufficiently sound or otherwise unsuitable for the respective works be used for or brought to the intended works or any part thereof or in case any work be improperly executed, the Engineer may require the Contractors to remove the same and to provide proper material or other things or properly re-execute the work as the case may be and thereupon the Contractors shall and will immediately comply with the said requisitions and if three days shall elapse and such requisitions shall not have been complied with the Engineer may cause such material or other things or such work to be removed and in any such case the contractors shall pay to the Commission all such damages and expenses as shall be incurred in the removal of such materials or other things or of such work or the Commission may retain and deduct the amount of such damages and expenses from any amounts payable to the Contractors.

12. All machinery and other plant material and supplies whatsoever provided by the Contractors for the works hereby contracted for and not rejected under the provisions of the last preceding section shall from time of their being so provided, become and until the final completion of the said work be the property of the Commission for the purposes of the said works and the same shall on no account be taken away or used or disposed of except for the purposes of the said works, without the consent in writing of the Engineer and the Commission shall not be answerable for any loss or damage whatsoever which may happen to such machinery or other plant or supplies, PROVIDED ALWAYS that upon the Completion of the works and upon payment by the Contractors of all such moneys, if any, as shall be due from them to the Commission, such of the said machinery and other plant, materials and supplies as shall not have been used and converted in the works and shall remain undisposed of shall upon demand be delivered up to the Contractors in the condition in which they then may be.

13. If the Engineer shall at any time consider the number of workmen, horses or quantity or quality of machinery or other plant, or the quantity of proper materials respectively employed or provided by the Contractors on or for the said works to be insufficient or inadequate for

the advancement thereof towards completion within the limited time or that the works are or some part thereof is not being carried on with due diligence then in every such case the said Engineer may by written notice to the Contractors, require them to employ or provide such additional or other workmen, horses, machinery or other plant or materials as the Engineer may think necessary and in case the Contractors shall not thereupon within six days or other such longer period as may be fixed by any such notice in all respects comply therewith, then the Engineer may either on behalf of the Commission or if he sees fit may as the agent of and on account of the Contractors but in either case at the expense of the Contractors provide and employ such additional or other workmen, horses, machinery and other plant or any portion thereof or such additional or other materials respectively as he may think proper and may pay such additional workmen such wages and for such additional horses, machinery or other plant and materials, respectively, such prices as he may think proper and all such wages and prices respectively, shall thereupon at once be repaid by the Contractors or the same may be retained and deducted out of any sum that may then or thereafter be or become due from the Commission to the Contractors and the Commission may use in the execution or advancement of the said works not only the horses, machinery and other plant and materials so in any case provided by any one on its behalf but also all such as may have been or may be provided by or on behalf of the said Contractors.

14. In case the Contractors shall make default or delay in diligently continuing to execute or advance any of the works to be performed under this contract to the satisfaction of the Engineer or shall make default in commencing any portion or portions of the work or completing the same within the periods specified by the Engineer as provided for in section 3 of this contract and such default and delay shall continue for six days after notice in writing shall have been given by the Engineer to the Contractors requiring them to put an end to such default or delay or in case the Contractors shall become insolvent or shall without the written consent of the Commmission make an assignment of this contract or shall without the written consent of the Engineer make any sub-contract or neglect personally to superintend the works or if the Contractors do not give access to and allow inspection of and the making extracts from pay rolls, books, vouchers from time to time instructed by the Engineer or by the Commission in that behalf so that the said Engineer may satisfy himself of the due observance by the Contractors and by all sub-contractors of all the provisions of this contarct and especially of the provisions of clause 20 and the Commission may satisfy itself from time to time of the due observance by the Contractors and by all sub-contractors of the provisions of clause 21 or if the said Contractors or any sub-contractors are in the opinion of the Engineer who shall be the sole and final judge thereof, guilty of any violation of any of the provisions of clause 20, or if the said Contractors or any sub-contractors are in the opinion of the Commission who shall be the sole and final Judge thereof, guilty of any violation of any of the provisions of clause 21, then and in any of such cases the Commission may take all the work under the contract out of the contractors' hands and employ such means as it may see fit to complete the work embraced in the contract and in such case the Contractors shall have no claim for any further payment in respect of the work performed but all things done and means employed under this section by the Commission shall be as binding on the Contractors as if the things done and means employed had been done and employed by him under this contract but the Contractors shall nevertheless remain liable for all loss and damage which may be suffered by the Commission by reason

of the non-completion by the Contractors of the works and no question or claim shall be raised or made by the Contractors by reason or on account of the ultimate cost of the work so taken over proving greater than in the opinion of the Contractors it should have been; and all materials and things whatsoever and all horses, machinery and other plant provided by the Contractors for the purposes of the works shall remain and be considered as the property of the Commission for the purposes of and according to the provisions and conditions contained in the twelfth section of this contract. And the Commission may at its option sell or otherwise dispose of the whole or a portion of such materials and things whatsoever, horses, machinery and other plant and may retain the proceeds of such sale or disposition or a sufficient part thereof on account of or in satisfaction of any loss which it may have sustained by reason aforesaid.

15. The Contractors shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission; and if any such loss or damage occur before such final completion delivery and acceptance the Contractors shall immediately at their own expense repair, restore and re-execute the work so damaged, so that the whole works or the respective parts thereof may be completed within the time hereby limited.

16. The Contractors shall not have nor make any claim or demand or bring any action or suit against the Commission for any damage which they may sustain by reason of any delay in the progress of the work.

17. The Contractors shall not without the written consent of the Commission previously had and obtained make any assignment of this contract and no consent or approval of the Engineer of a contract to sublet any portion of this work as provided for in Clause 84 of the specifications shall be valid or binding unless in writing signed by the said Engineer.

18. The Contractors shall provide medical aid, hospital accommodation and mail service as required by said specifications all to the satisfaction of the Engineer and shall from time to time make such changes in the medical staff, hospital accommodation and mail service as shall be required by the Engineer and if at any time the Engineer shall report to the Commission, that there has been any failure or default on the Contractors' part in supplying such medical aid, hospital accommodation and mail service or in making any such changes required by the Engineer the Commission may take such steps and do such acts and procure, engage or provide such assistance, accommodation or service as the said Commission shall seem necessary in the premises and shall be entitled to charge all expense thereof and incident thereto to the Contractors and to deduct same from time to time from the payments falling due to the Contractors under the Engineer's certificates or otherwise.

19. The Contractors shall be responsible for all damages claimable by any person or corporation whatsoever, in respect of any injury to persons or to lands, buildings or other property or in respect of any infringement of any right whatsoever, occasioned in the carrying on of the said works or by any neglect or misfeasance or nonfeasance on their part and shall and will at their own expense make such temporary provisions as may be necessary for the protection of persons or of lands, buildings or other property or to prevent the interruption of the traffic on any public or private road or for the interrupted enjoyment of all rights of persons or corporations in and during the performance of the said works.

20. In case any sum due for the labour of any foreman, workman or labourer or for the use of any horses or other animals or wagons or other

plant employed upon or in respect of the said works or any of them or the price of any materials or supplies purchased for the said work remains unpaid, the Engineer may notify the Contractors to pay such sum and if two days elapse and the same be not paid, the Commission may pay such sum and the Contractors covenant with the Commission to repay at once any and every sum so paid and if the Contractors do not repay the same within two days the Commission may deduct the amount or amounts so paid by it from any sum that may then or thereafter be or become due by the Commission to the Contractors.

21. The Contractors shall in connection with the whole of the said work as far as practicable use only material, machinery, plant supplies and rolling stock manufactured or produced in Canada provided same can be obtained as cheaply and upon as good terms in Canada as elsewhere having regard to quality and price and shall not at any time in connection with the construction of the said railway or works or any other matter arising out of or connected with this contract employ any person or persons in contravention of The Alien Labour Act of the provisions of the Railway Act of Ontario respecting the employment of alien labour and shall pay to all workmen, labourers and other servants employed in or about the constructing of the said railway and works and every other matter arising out of or connected with this contract such rates of wages as may be currently payable to workmen, labourers and servants engaged in similar occupations in the district in which such railway and works are to be constructed and shall be responsible for the observance by all sub-contractors on their part of the provisions of this clause. And in the event of the Commission who shall be sole, absolute and final judge of such matters being satisfied at any time that the Contractors or any sub-Contractors have been guilty of any violation of any of the provisions of this clause, the Commission shall have the right from time to time and as often as it shall be satisfied that any such violation has taken place to withhold all payments from the Contractors, until any such violation of any of the provisions of this clause shall, in the opinion of the Commission have ceased and until such amends as the Commission may require shall have been made for all such violations and on being notified by the Commisison of any such violation it shall be the duty of the Engineer to withhold all certificates from the Contractors until the Commission shall be satisfied that such violation has ceased and until amends shall have been made to the satisfaction of the Commission as aforesaid.

22. The Commission shall be at liberty to send workmen on the premises to do work not comprised in the contract and the Contractors shall afford them all reasonable facilities to the satisfaction of the Engineer.

23. Any notice or other communication mentioned in this contract or in the specifications to be notified or given to the Contractors shall be deemed to be well and sufficiently notified or given if the same be left at the Contractor's office on the works or mailed in any post office to the Contractors or foreman addressed to the address mentioned in this contract or to the Contractors last known place of business.

24. Cash payments equal to about ninety per cent. of the value of the work done approximately made up from the returns of progress measurements and computed at the prices agreed upon or determined under the provisions of this contract will be made to the Contractors monthly on the written certificate of the Engineer that the work for and on account of which the certificate is granted has been done and stating the value of such work computed as above mentioned and the said certificate shall be a condition precedent to the right of the Contractors to be paid the said ninety per cent. or any part thereof. The remaining ten per cent. shall be retained until

he final completion of the whole work to the satisfaction of the Engineer nd Consulting Engineer and until they shall be satisfied that all wages of ll workmen, labourers and servants of the said Contractors and of all sub-ontractors under them, as well as the price of all materials and supplies nade, procured, or provided for the said Contractors or for any of the ub-contractors have been duly paid whereupon the Engineer and Consult-ng Engineer shall give a joint final certificate accordingly and such emaining ten per cent. or the balance payable to the Contractors as found y the Engineer and Consulting Engineer shall be paid to them by the ommission within forty days after the granting of such final certificate nd it is hereby declared that the written joint certificate of the Engineer nd Consulting Engineer certifying to the final completion of the said works o their satisfaction shall be a condition precedent to the right of the Con-ractors to receive or to be paid the said remaining ten per cent. or any part hereof.

25. It is intended that every allowance to which the Contractors are airly entitled will be embraced in the Engineer's monthly certificates; ut should the Contractors at any time have claims of any description which hey consider are not included in the progress certificates it will be neces-ary for them to make such claims in writing to the Engineer, within thirty ays after the date of the despatch to the Contractors of each certificate in hich they allege such claims to have been omitted.

26. The Contractors in presenting claims of the kind referred to in he last clause, must accompany them with satisfactory evidence of their ccuracy and the reason why they think they should be allowed. Unless uch claims are thus made during the progress of the work within thirty ays as in the preceding clause, the Contractors shall be forever shut out nd shall have no claim on the Commission in respect thereof.

27. The progress measurements and progress certificates shall not in any espect be taken as binding upon the Engineer or as final measurements or s fixing final amounts; they are to be subject to the revision of the Eng-neer and Consulting Engineer in making up their final certificate and hey shall not in any respect be taken as an acceptance of the work or release f the Contractors from the responsibility in respect thereof, but they shall t the conclusion of the works deliver over the same in good order accord-ng to the true intent and meaning of this contract.

28. The Commission shall have the right to suspend operations from me to time at any particular point or points or upon the whole of the works nd in the event of such right being exercised so as to cause any delay to the ontractors then an extension of time equal to such delay or detention, to e fixed by the Engineer, shall be allowed them to complete the contract ut no such delay shall vitiate or avoid this contract or any part thereof or he obligation hereby imposed or any concurrent or other bond or security r the performance of this contract nor shall the contractors be entitled any claim for damages by reason of any such suspension of operations. nd at any time after operations have been suspended, either in whole or rt such operations may be again resumed and again suspended and sumed as the Commission may think proper. And upon the Contractors ceiving written notice from the Engineer that the suspended operations re to be resumed, the Contractors shall at once resume the operations and ligently carry on the same.

29. IT IS EXPRESSLY DECLARED AND AGREED that the Engineer all be entitled from time to time in reference to all and every matter relating this contract to consult with, accept and act upon the advice of and fully sociate with him as responsible for all decisions the Consulting Engineer hether such Consulting Engineer shall or shall not be a member of the mmission.

30. The Contractors shall upon the execution of these presents pay to the Commission, the sum of two thousand dollars in cash as security for the due and faithful performance and observance by the Contractors within the time hereby limited on that behalf of this contract and of every matter and thing thereby required to be done, performed and observed by the Contractors in connection therewith, the same to be retained by the Commission until the due completion of the whole of the said work, and upon the completion of the whole of the said work within the time hereby limited as aforesaid, the said sum of two thousand dollars, together with interest thereon at the rate of three per cent. per annum shall be repaid to the Contractors along with the final payment, which shall become due to the Contractors on the Engineer's final certificate of the due completion of the last of the said works but which deposit shall in case of failure of the Contractors to carry out and perform their contract as aforesaid be absolutely forfeited to the Commission as and for liquidated and ascertained damages but without prejudice to the Commission's rights to claim further damages in case the Commission shall be legally entitled to same by reason of breach of the Contractor's covenants and obligations hereunder.

31. And the Commission in consideration of the premises hereby covenants with the Contractors that the Contractors from time to time and in all respects having fulfilled the covenants and agreements herein contained on the Contractors' part, intended to be fulfilled will be paid for and in respect of the works hereby contracted for the various sums which shall become payable hereunder.

32. IT IS DISTINCTLY DECLARED that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from a thing contained in this contract including the said specifications, tenders, plans and drawings or from any position or situation of the parties at a time it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations contained in these presents and in said specifications tender plans and drawings are and shall be the only contracts, covenants, agreements and stipulations upon which any rights against the Commission are to be founded, and it being further expressly agreed that in case of any discrepancy between these presents and anything contained in the said specifications, the provisions of these presents shall govern. In case of any discrepancy appearing at any time between the specifications, profiles, plans, drawings and detailed drawings or any of them, the Contractors shall follow such one of them as the Engineer shall in writing direct.

As Witness the hands and seals of the said Contractors and the corporate seal of the Commission under the hands of the proper officers in that behalf.

SIGNED, SEALED AND DELIVERED

In the presence of,
H. Bonis Thorpe,
as to the execution by J. R. McQuigge.

John Robert McQuigge. (Seal)

As to execution by R. A. Hunt,
Edna Clarke.

R. A. Hunt. (Seal)

Haileybury Branch Tender.

North Bay, Ontario.

Tender for Grading, Ballasting, etc.

We, McQuigge & Hunt, the undersigned hereby offer to the Temiskaming & Northern Ontario Railway (Ontario Government Ry.) Commission to furnish all the necessary materials, labour, tools, machinery and plant, and to execute and complete in a satisfactory and workmanlike manner, all the works required in connection with the CLEARING, GRUBBING, CLOSE CUTTING, GRADING, FENCING, OF THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY, according to the Plans, Profiles and Specifications exhibited to us for the sum of, as follows:

No.	Description.	Unit of Measurement.	Rate.
			$ c.
1	Clearing	per acre	45 00
2	Grubbing	"	150 00
3	Close-cutting	"	25 00
4	Cross-logging	"	750 00
5	Solid rock excavations	per cu. yd.	1 75
6	Loose rock	"	65
7	All other material	"	30
8	Solid rock in wet foundations	"	3 00
9	Loose rock in wet foundations	"	2 00
10	All other material	"	1 00
11	Masonry, 1st class	"	18 00
12	Masonry, 2nd class	"	15 00
13	Masonry, dry	"	5 00
14	Concrete	"	11 00
15	Concrete culvert pipe, 36 in. diameter in place	per lin. ft.	2 10
16	Concrete culvert pipe, 30 in. diameter in place	"	1 90
17	Double strength vitrified culvert pipe, 24 in. diameter in place	"	2 20
18	Double strength vitrified culvert pipe, 18 in. diameter in place	"	2 10
19	Double strength vitrified culvert pipe, 12 in. diameter in place	"	1 80
20	Rip-rap, hand laid	per cu. yd.	3 75
21	Rip-rap, loose laid	"	2 25
22	Crib filling	"	1 60
23	Paving	"	2 10
24	Blind stone drains	"	2 50
25	Piling driven under cap	per lin. ft.	32
26	Piling delivered	"	15
27	Ties on right of way	per tie	20
28	Telegraph poles on right of way	per pole	25
29	Fence posts on right of way	per post	08
30	Permanent trestles, timber built in, including iron	per ft. B. M.	05½
31	Permanent trestle timber delivered	"	04¼
32	Temporary trestle, timber consisting of sills, caps, posts and stringers built in, including iron	per lin. ft.	35
33	Temporary trestle timber, consisting of all classes of braces, built in, including iron	"	25
34	Culverts, timber built in, including iron	per ft. B. M.	02½
35	Culvert timber delivered	"	01½
36	Cribs, timber built in, including iron	"	10
37	Cribs, timber delivered	"	06
42	Fencing, including gates	per rod	1 25

and hold ourselves ready to enter promptly into a contract in form satisfactory to the Commission for the due execution of the said work at the rates and on the terms herein stated and to furnish security for the due performance of the contract by either the payment of $2,000 cash to the Commission or by bond for $5,000 with two approved sureties.

We herewith enclose an accepted bank cheque payable to the order of the Chairman and Sec.-Treasurer of the Commission *for the sum of Five hundred Dollars ($500)* as per terms of the advertisement and specifications for this work dated September 10th, 1906.

We hereby certify that we have visited and examined the site of the proposed work, or have caused it to be visited and examined by a competent person on our behalf, and have made all necessary enquiries relative to the value of the material required for this work.

Envelopes containing this Tender are to be endorsed "TENDER FOR GRADING, ETC.," *and addressed to the Secretary of the Commission, Toronto.*

The Signatures of parties tendering must be in their respective handwriting.

Signatures, Occupation and Post Office Address of Parties Tendering.

(Signed) McQUIGGE & HUNT.

Dated at Toronto, this 2nd day of October, 1906.

Temiskaming and Northern Ontario Railway.

Specifications.

Dated at North Bay, May 1st, 1908.

1. *Work to be done.*—The work to be done comprises the clearing, grubbing, close cutting, fencing, ballasting and track laying, the removal and placing of all material necessary for the formation of the road bed, the building of all structures, digging, of all pits, ditches and drains, the necessary alterations and diversions of roads and streams, the formation of all embankments, excavations and ditches required for such diversions, and for cross-roads, farm crossings, depot grounds, sidings, etc., the building of all wooden box culvert, rip-rap, etc., and in short all the work that may be required to complete, with the exception of ballasting and track laying the following branches: —

From the main line to a point at or near Haileybury wharf, a distance of about one and three-quarter miles.

Clearing, Close Cutting and Grubbing.

2. *Clearing.*—The right of way will be in general 99 feet wide, 49½ feet on each side of the centre line; and where the line passes through wooded land the right of way must be cleaned of all timber, brush, etc.; it must be burned completely as the work progresses, and the right of way left free from all refuse. Wherever directed by the engineer, for a width of 10 feet on each side of the centre, all stumps shall be cut to within 12 inches of the ground. Places at which additional right of way has been acquired,

Dump at Giroux Lake. Kerr Lake Branch.

may or may not be cleared as the engineer may direct. All timber found on the right of way and suitable for trestles, culvert timber, fence posts, telegraph poles and ties, shall be manufactured by the contractor according to sizes and dimensions as furnished by the engineer, and paid for according to his schedule of prices, and piled on the right of way as directed by the engineer.

Special precautions must be used by the contractor against the spread of fire off the right of way into adjacent lands, and he shall have fires started only at such places and at such time as the engineer may direct.

3. *Grubbing.*—In excavations less than three feet in depth, including ground from which material is to be borrowed, as well as from ditches, new channels for waterways and other places where required, and embankments less than two feet in height, all trees and stumps must be grubbed out within the limits of such cuttings or embankments, and if possible burned.

4. *Close Cutting.*—All stumps must be close cut where embankments are less than 4 feet in height and more than 2 feet in height.

5. *Cross Logging or Corduroy.*—Cross logging or corduroy will be placed under embankments where deemed necessary by the engineer, and will consist of such timber as will be suitable, of not less than 6 inches in diameter, nor more than 15 inches in diameter, stripped of all branches and laid close together and in regular manner at right angles to the centre line and to about 5 feet beyond the side slopes, with a layer of brush laid on top in a regular manner and of such thickness as the engineer may direct. It will be estimated and paid for by the acre on a basis of one foot in depth of timber. The brush will not be paid for but must be included in the contractor's price per acre of timber one foot in depth.

Grading.

6. *Embankment.*—The embankment must be formed of suitable material to be judged of by the engineer, and made in accordance with his instructions, either by material from excavations, borrowing or casting up from the sides.

No large stones or stumps will be allowed in the bank within a depth of two feet below the sub-grade.

In places where the natural surface of the ground upon which the embankment is to rest is covered with vegetable matter which cannot be burned off in clearing, and which would in the opinion of the engineer, impair the work, the same must be removed to his satisfaction; all snow or ice as may be on spaces to be covered by embankments must be removed, and the spaces on which embankment is being built kept clear of snow and ice in such manner as to allow the bank building material to pass freely to the bottom of the lakes, ponds, rivers, swamps or marshes, as the case may be where it is dumped. The contractor will be required to carry the embankment to such a height above the sub-grade as the engineer may deem necessary, to provide for shrinkage, compression, washing and settlement, and they must be maintained to their proper height, width and slope, until accepted by the engineer as finished embankments. A crown of four inches will be required on all embankments to provide for surface drainage.

A berm of at least 5 feet must be left at the foot of the slope on all embankments where material is taken from the sides. Care must be taken to exclude all perishable material from the embankments.

All materials found in excavations whether in road bed cuttings, ditches, water channels, road crossings or elsewhere, must be deposited in such places as the engineer may direct.

7. *Width of Cuttings and Embankments.*—The general width of cuttings shall be 22 feet at sub-grade on excavations, but when material is required to make fills, the cuttings must be widened for this purpose as required by the engineer, before borrowing from any other source. In all excavations the sub-grade may be widened, when in the judgment of the engineer it is necessary to do so to provide drainage.

All embankments must be at least 16 feet wide at the sub-grade.

8. *Classification.*—Excavations will be classed under the following heads, viz.; solid rock, loose rock and all other materials.

9. *Solid Rock.*—Will include all stone and boulders measuring more than one cubic yard, and all rock found in ledges requiring blasting to remove it.

10. *Loose Rock.*—All boulders and detached masses containing not more than one cubic yard nor less than one cubic foot, also all slate or other rock which may be removed by hand pick or bar without the necessity of blasting.

11. *All other Materials.*—All other materials shall comprise all materials, of whatever nature, that do not come under the classification of solid rock or loose rock.

12. Rock excavations must in all case be taken out 9 inches below sub-grade, and refilled to sub-grade with approved material.

13. *Overhaul.*—The price for said excavation in all the several classes thereof, will be understood to cover and pay for the entire expense of removal of material excavated by any method whatever, including loading, unloading, the furnishing of all labour, the cost of finishing up cuttings and embankments, the dressing of slopes to the required angle, and the completing of everything connected with the grading of the road bed in a creditable and workmanlike manner in accordance with the directions and to the satisfaction of the engineer, the furnishing of material, power and plant, transportation and deposition, in the manner prescribed in these specifications, and in the location designated by the engineer, provided the average haul of the material so transported does not exceed 500 feet. Beyond that distance one per cent. per cubic yard per hundred feet will be allowed.

14. *Ditching.*—In all excavations, other than solid rock, a ditch must be formed on each side of the road bed, by continuing the slope of the cutting one foot below sub-grade, and sloping the bottom of the cutting from a point 4 feet from the centre to meet this; all as shown on standard plan of roadbed which will be furnished. Ditches of greater capacity must be provided when in the judgment of the engineer they are required.

Whenever embankments are made from side ditches, such ditches must be made continuous, and to a true line and grade as the engineer may direct. Whenever new water courses or channels for rivers or streams are required to be formed, they shall be placed at such a distance from the foot of the slope or embankment as the engineer may direct.

15. *Borrow-pits.*—In all cases where the excavation of the regular slopes and widths are insufficient to make the embankments, deficiency will be supplied by widening the excavation or from borrow-pits, as directed by the engineer. Additional lands required for borrow-pits will be provided for by the engineer. The borrow-pits must be formed and drained as the engineer may direct.

16. *Rip-rap.*—When the engineer so directs, rip-rap will be used to protect the slope of an embankment from the action of the water and for other purposes. It will consist of loose stones of different sizes, which shall be placed carefully upon the slope in a firm and substantial manner, without being laid up in a wall.

Rip-rap shall be estimated and paid for by the cubic yard, the measurement being made in place.

17. *Wasting.*—Where there is any excess of excavation, the surplus must be used for uniformly widening the embankments, or for such other purposes as the engineer may direct. No wasting from excavation will be allowed unless by written order of the engineer. Under no circumstances must waste material be deposited within 25 feet of the top of the slope.

18. *Road Crossings.*—Wherever the line is intersected by public or private roads, the contractor must keep open at his own cost, convenient passing places, and he shall be held responsible for keeping all crossings, during the progress of the work, in such condition as will enable the public to use them with perfect safety, and such as will give rise to no just grounds for complaint.

Contractors will be held liable for any damages resulting from negligence on their part or that of their men.

Road crossings must be constructed so as not to impair the usefulness of the road, and the general flow and drainage of the water must be restored to its original condition either through culverts or otherwise; the embankment approaches shall be made of a width of 24 feet for public roads and of 16 feet for private roads and generally on a grade of 1 in 20.

19. *Slips.*—When slips, slides or breaks, outside of the slopes given, occur in cuttings even after they are properly formed the material must be immediately removed by the contractor, the slopes reformed and such precautions adopted as the engineer may deem necessary.

The contractor will be paid for the removal of the material according to the class to which it may belong at his schedule price, only when, in the opinion of the engineer, the slip, slide or break is due to causes which are not under the control of the contractor or his agents.

20. *Finishing and Dressing the Grades.*—The road bed must be finished in all cuts, banks, and along the berm in a workmanlike manner, perfectly even, and regular according to grade stakes as set from time to time by the engineer in charge and to be exactly of the width directed.

All slopes to be formed even and straight, according to slope stakes, and to such incline as specified, or as the engineer may direct. The slopes of earthwork in general will be 1½ horizontal to 1 perpendicular; in rock cuttings the slopes will be as a rule 1 horizontal to 4 perpendicular. In cuttings partly earth and partly rock, a berm of 6 feet will be left on the surface of the rock.

21. *Damages.*—In woodland the grading will commence after the clearing, close-cutting and grubbing required is complete to the satisfaction of the engineer. In the case of the land required for the railway being under crop, it will not be disturbed until arrangements have been made by the engineer to enter upon the same.

The contractor will be held responsible for all damages done outside the railway limit.

22. *Method of Measurement.*—The measurement of quantities shall invariably be made in excavations and paid for by the cubic yard and the excavations must be taken out in good shape to stakes given by the engineer and the depth and form of the prisms must be such as to arrive at an exact measurement.

23. *Snow, Ice and Frozen Earth.*—In event of excavation and embankment being proceeded with in winter, no snow or ice must be placed in the embankments or allowed to be covered up in them, and all frozen earth must as far as posible be excluded from the hearts of the embankments. The contractor must remove all snow and ice at his own expense.

24. *Rock Cuttings.*—To preserve material in rock cuttings and to prevent the waste of such material, the drilling and blasting of rock cuttings must be done as directed by the engineer. In any event only so much explosives will be allowed to be used as will loosen the rock.

Should any material be wasted in consequence of disregarding the engineer's instructions, or by using heavy charges of explosives, such material so wasted will be deducted from the current estimates and at the rate which would be paid had the material wasted been put in the embankment. In places where the material to be excavated from the rock or other cuttings is not sufficient to complete a full embankment, the bank will be made of such reduced dimensions as the engineer may direct.

In rock cuttings it will be sufficient to form a water channel 2 feet wide and 8 inches deep along each side.

25. *Side Ditches.*—For proper draining of the line and work it may be necessary to excavate off-take ditches to the right or left of the line. These ditches as well as all other ditches are to be graded so that no water will stand in them, they are to be executed in strict accordance with the lines and grades to be given, they are to be properly sloped and left clean and free from all obstructions. The tops of these ditches are in no case to be nearer the foot of the slopes of the embankment than 5 feet. The material from ditches within the railway limit shall, if directed, be placed in embankments. The material will be paid for according to its class.

26. *Catch Water Ditches.*—Catch water ditches shall be formed where directed at some distance back from the top of the slope to exclude from the excavation any water flowing from the adjoining land. The contractor shall also construct all other drains and ditches which the engineer may deem necessary for the perfect drainage of the railway and works.

The material removed will be paid for according to its class.

27. *Finally.*—If the contractor shall make excavations and embankments in excess of the directed width, such excess shall not be paid for.

Over the culverts and behind bridge abutments the embankments shall be formed carefully, so as to avoid damage to timber and masonry. The contractor will be held responsible for any damage done in this measure.

All stone suitable for rip-raping and all good building stone found in excavations may, when directed by the engineer, be removed and deposited in some convenient place until required, but any material so found and used will not be paid for twice. The quantity will form a deduction from the quantity of excavation as measured in the cutting.

28. *Culvert Excavation.*—No extra charge will be allowed for excavating dry foundation of culverts, except such cases as the engineer may deem necessary, but it will be paid for at the price of excavation named in the contract.

Culvert and drain pipes must be put in place and finished ahead of the grading, so as not to interfere with the work in any way.

29. *Supervision.*—Each structure must be under the supervision of a first class, practical foreman; and any foreman or workman who, in the opinion of the engineer, is not competent, must at once be discharged.

30. *Timber Culverts and Cattle Passes.*—Timber culverts will be of two kinds; box or under grade and open culverts.

Timber box culverts will be built of cedar; not less than 10 inches square, sawn or neatly hewn on three sides, with the bark stripped off the other side, built according to plans and dimensions furnished by the engineer, and to a true line, as he may direct. Timber for all culverts must be furnished by the contractors, and all iron for the construction of such culverts will be supplied by the contractors, and included in their schedule for timber in culvert.

31. *Iron.*—All wrought iron used in the construction of culverts and trestles to be of the very best quality, to stand a tensile strain of 55,000 lbs. per square inch, and to stand bending over around its own diameter without showing signs of any flaws or crack.

32. *Price to Cover All.*—The price per thousand feet board measure is understood to cover all expenses incurred in teaming and completing the structure to the satisfaction of the engineer.

Timber Work.

33. *Preparing the Ground for Starting the Work.*—Before beginning the work of any trestle, all rubbish, logs, trees and brush must be cleared away, and all combustible material must be burned or removed for the entire width of the right of way.

34. *Drawing.*—The drawings will be made to the scale indicated, but in all cases the figures are to be followed in preference to the scale, where there is any discrepancy between the two. The drawings are to be followed exactly, excepting in cases of error or omissions, which must be referred to the engineer for correction, or for additional information.

35. *Quality of Timber and Dimensions.*—The timber used in all the truss or trestle bridges, culverts or cattle guards must be of the exact dimensions given and figured on the drawings made in the engineer's office, and are to scale indicated and measured, must be of the very best description of the kind required, free from all loose, black, large or unsound knots, sawn or hewn square, and free from wind shakes, wanes, sapwood holes and all description of decay, and, when delivered, must, in every way, conform to the specification. Under no circumstances will any timber cut from dead logs be allowed to be placed in any portion of the structure, but all timber must be cut from living trees.

36. *Inspection.*—Inspection will be made when delivered on the works, or any other place pointed out by the engineer.

37. *Alterations in Bills of Timber, etc.*—The engineer retains the right at any time to change the bills of timber, vary the dimensions, substitute one kind of structure for another, or decrease the number of the same without the contract price being thereby affected, or in any way rendering void the contract for the original figures. Any timber furnished according to bills, but not used, will be paid for as timber delivered.

38. *Mode of Delivery.*—In delivering timber it must be piled or placed in such manner that no trouble will be experienced when inspecting or measuring it.

All iron for the construction of such trestles will be supplied by the contractor, and included in the schedule of prices for timber in trestles.

39. *Timber in Trestles.*—The posts, braces, stringers, ties, guard rails, sills and caps for trestles must be of good, sound white pine; sawn ties for the tops of trestles will be required. All timber must come fully up to the dimensions called for in the bills and drawings.

The line of cut-off of the piles will be given by the Engineer. The surfaces of the ties must be brought to a true plane under the rail, so that the rail will get a full bearing on every tie.

All the track stringers shall be brought to a true plane, so that the ties will get an even bearing on all the stringers.

Where any timber or pile trestle bridge is built on a curve, the elevation of the outer rail shall be as per drawings for same, a copy of which will be furnished the contractor.

All caps are to be thoroughly drift-bolted to the top of piles. All bracing timbers are to be bolted to piles, caps or other timbers wherever they

cross them. The ends of all stringers shall be firmly attached to caps by means of drift-bolts, timber cleats or some other method which, in the opinion of the engineer, is equally good.

40. *Framing.*—All framing must be made to fit closely, and must be done in a thorough and workmanlike manner. No open joints, blocking or shimming in making joints will be allowed.

The holes for the bolts shall be bored with an augur of the exact size indicated on the plans. The nuts on all bolts shall be screwed on, so that the washers shall pinch hard upon the wood, and bring all parts of the structure close together.

On completion, tops of piles and all rubbish must be cleaned up and removed from the premises.

No extra charge will be allowed for excavating foundation of trestles or bridges, except in such cases as the engineer may deem necessary, but it will be paid for at the price of excavation named in the contract.

41. *Supervision.*—Each structure must be under the supervision of a first-class practical bridge foreman, and any foreman or workman who, in the opinion of the engineer, is not competent, must be at once discharged.

42. *Price to Cover All Costs.*—The price per lineal foot, or per thousand feet board measure, is understood to cover all expense incurred in teaming and completing the structure to the satisfaction of the engineer.

43. *Piles.*—All piles will consist of tamarac, cedar or other approved timber; must be straight, sound live timber, free from cracks, shakes or rotton knots, worm holes and all description of decay, all bark above ground taken off, branches and knots trimmed off smooth, finishing the pile in a workmanlike manner. All piles over 30 feet in length to be not less than 8 inches in diameter at the small end and 14 inches at the butt or large end, where sawn off. Piles less than 30 feet in length must not be less than 10 inches at the small end and 12 inches at the butt or large end. The piles shall be so nearly straight that a right line taken in any radial direction and running parallel to a right line joining the centres of end of pile, shall show that the pile is at no point over one-third of its diameter at such point out of a straight line.

All piles must show an even and gradual taper from end to end. All piles must be cut off at tops to an exact line, so that the caps will bear evenly on all the piles of the groups.

When required, a detail plan will be furnished by the engineer, showing the position and method of tenoning, bolting, etc., and they shall be driven until they will not move one inch under the blow of a hammer weighing 2,200 lbs., and falling 25 feet at the last blow. The contractor must properly point each pile for driving, and supply and fix all rings for heads, also supply shoes of wrought iron when necessary. All piles must be accurately shaped and driven vertically.

44. *Broken Piles.*—Should any pile be broken in driving, another sound pile must be driven in its place, at the expense of the contractor. During the progress of the driving, wrought iron bands must be supplied by the contractor. The line of cut-off of the piles will be given by the engineer.

Piles, How Measured.—Piles will be estimated and paid for by the lineal foot of piles driven under the cap. Any piles delivered at the site of the structure according to bills furnished by the engineer, but not used, will be paid for per lineal foot of piles delivered. That portion of the pile cut off will be paid for per lineal foot as timber delivered but not driven.

The price per lineal foot of piles driven includes the straightening, cutting off and making ready to receive the cap.

Temporary Trestle. Mile Post 221.

Fencing.

46. *General.*—There shall be erected an approved woven wire fence where considered necessary by the engineer, which is to be left by the contractor on completion of the line in a state of thorough repair. All wood brush, etc., must be cut and removed from the site of the fence and burned. No rubbish of any kind must be left strewn about the ground.

47. *Posts.*—The posts will be of round cedar, not less than five inches at the small end, 8 feet long and peeled "excepting brace posts which must be 9 feet in length," to be three feet six inches in the ground with the large end down and pointed, and to have the tops cut off square with the top of the fence, to be placed 16½ feet apart from centre to centre.

48. *Brace Posts.*—Brace posts must be placed at a distance not exceeding two hundred feet apart, and the fence drawn up tightly. The brace posts will be sunk in the ground at least four feet; they will be braced both ways from the top of post to foot of adjoining post with five inch round cedar braces and fastened with two six inch spikes at each end. A suitable wire must also be stretched doubled, acting as a tie between the foot of the brace post and the top of the adjoining post and fastened to the five inch brace in the centre.

49. *On Rock Ground.*—Where bed rock is encountered, the post will rest on sills and braced. Braces to be let into the post and sills one inch and fastened with two six inch spike on each end.

50. *Sills.*—Sills will be 8 feet in length, of cedar at least five inches in diameter and dapped into each other and fastened with a six inch spike according to detailed plans to be furnished by the engineer.

51. *Gates.*—Farm gates to be constructed as per detailed drawing and to be furnished with hinges, fastenings, etc. The gate posts are to be well set and braced and to be of the dimensions shown on the drawing.

52. *Stretching the Wire.*—The fence must be thoroughly stretched with stretchers and to the satisfaction of the engineer.

Masonry.

52½. *Cement.*—All cement used on the work must satisfy the following conditions:—Specific gravity must not be less than 3.10. At least 90 per cent. must pass through sieve of 10,000 meshes to the square inch. There must be no residue on sieve of 2,500 meshes per square inch. Cement that checks or cracks when made into thin cakes and placed in hot or boiling water, or begins to set within thirty minutes, or takes longer than three hours to set will not be accepted. All cement will be tested in the manner approved of by the Canadian Society of Civil Engineers, and must stand the following tensile tests:—

Cement mixed neat and placed one hour, or until set in air and 23 hours in water, 175 lbs. per square inch.

Neat Cement 1 day in air and 6 days in water, 450 lbs. per square inch.

Neat Cement 1 day in air and 27 days in water, 600 lbs. per square inch.

Portland Cement, Mortar composed of one part by weight cement and three parts by weight of sand shall show the following tensile strength:—1 day in air 6 days in water, 200 lbs. per square inch; 1 day in air, 27 days in water, 300 lbs. per square inch.

Cement must be at the site of the work four weeks before it is used, so as to give the engineer time to make proper tests.

53. The stone used in all masonry along the line of railway must be of a durable character, large, well proportioned and well adapted for the construction of substantial and permanent structures.

The contractor must satisfy himself as to where fitting material for the masonry can be most conveniently procured.

54. *First-class Masonry.*—First-class masonry shall be regular courses of large, well shaped stones, laid in Portland Cement mortar, on their natural beds. The beds and vertical joints will be hammer dressed, so as to form $\frac{3}{8}$ inch joints. The vertical joints will be dressed back square 9 inches. The beds will be perfectly parallel throughout, the work will be left with the quarry face, except the arises, cut-waters, bridge seats and coping, which will be chisel dressed and bush hammered.

The courses of first-class masonry will not be less than 12 inches, and they will be arranged in preparing plans to suit nature of the quarries. Courses may range to twenty-four inches where the thickness of the wall will admit, and the thinnest courses must invariably be placed towards the top of the work.

55. Headers will be built in every course not farther than six feet apart; they will have a length on line wall of not less than twenty-four inches, and they must run back at least two-and-a-half times their height, unless where the wall will not admit this proportion, in which case they will pass through from front to back.

56. Stretchers will have a minimum length in line of wall of thirty inches, and their breadth of bed will be at least one-and-a-half times their height. The vertical joints in each course will be so arranged as to overlap those in the course below at least one foot. The quoins of abutments, piers, etc., shall be of the best and largest stone, and have chisel drafts properly tooled on the upright arises from two to six inches wide according to size and character of the structure.

57. The coping stones of piers and all abutments shall be through stone, extending the whole width of the wall. The bed stones for receiving the superstructure shall be of the best description of sound stone, free from drys or flaws of any kind; they must not be less than fifteen inches in depth for the small bridges, and eight feet superficial area on the bed. The larger bridges will require bed stones of proportionately greater weight. These stones must be carefully and solidly placed in position, so that the bridge will set fairly on the middle of the stones.

58. The backing will consist of flat bedded stones, well shaped and have an area of bed equal to six superficial feet or more. In walls over three feet in thickness, headers must be built in back and front alternately, and care must be taken in arrangement of joints, so as to give perfect bond.

59. All masonry shall be laid in Portland Cement of approved brands. The cement shall be tested by the engineer on delivery and shall be kept by the contractor in a dry place in as good order as when delivered, until used.

60. The cement must be thoroughly mixed with good, clean, sharp, coarse river sand, generally in the proportion of one part cement to two parts of sand by measure. The cut-water stones and coping shall be laid in mortar in the proportion of one part cement to one part of sand.

The cement shall only be mixed as required. Any cement mortar left over at noon or at night shall not be used, and it must be prepared by the contractors' men under the supervision, and to the satisfaction of the Inspector; failing which, the inspector, with the sanction of the engineer, may employ men to prepare the mortar, and the expense incurred shall be charged to the contractor and deducted from the estimate.

61. Every stone must be laid with a full bed of mortar and beaten solid. Spaces in the vertical joints large enough to be built, must be built up, and all other vertical joints must be thoroughly grouted and each course finished off perfectly solid.

All the joints must be raked out one inch deep and the work carefully pointed with one to one mortar, and at completion of the contract the work must be left in a neat and clean workmanlike condition to the satisfaction of the engineer.

62. *Second-class Masonry.*—Second-class masonry shall be of good, sound, large, flat bedded stone, laid in horizontal beds and no courses less than twelve inches will be allowed, and not less in area than three superficial feet, and not more than two stones in height of course; they must be hammer dressed to give good beds of half-inch joints.

Headers must be built in walls at least one in every five feet in line of wall and in every course.

63. Every attention must be paid to produce a perfect bond, and give the whole a strong, neat and workmanlike finish.

64. Bridge seats must not be less than two feet in thickness, and both bridge seats and copings must be bush hammered. The mortar used must be of the same description as for first-class masonry, and the pointing done in the same manner.

65. *Dry Masonry.*—When suitable stone may be found for the construction of box culverts at a reasonable distance to the structure, said distance to be judged by the engineer, it may be decided by the engineer to utilize this stone for this purpose, the stone to be laid in broken, rough courses, but no round stone or boulder will be allowed in the structure.

Covering stone will be not less than fifteen inches in thickness, and must rest not less than twelve inches on walls.

66. *Paving.*—The bottom of stone culverts shall be paved with stone set on edge, twelve inches deep, packed solid, of an even face and inclined in the direction of the stream.

67. *Concrete.*—Concrete shall consist of Portland cement of approved brand, and good, clean sharp river sand, and broken stone that will pass through a two-inch ring, in proportion of one part cement to three parts sand, and five parts stone. This concrete must be thoroughly mixed until each stone is thoroughly coated with mortar before being placed in structure.

The work is to be carefully done to the batter shown on the drawings, and all corners rounded to a radius of not less than 12 inches.

A facing of one to two mortar at least one inch in thickness must be placed next the forms, and must be so worked with a spade or trowel that a perfectly smooth face free from cavities will result.

When the concrete is to be placed in such large masses that in the opinion of the engineer large clean stones placed in the concrete would not be objectionable, such stones may be used by the contractor. There must be at least six inches of concrete around each stone thus placed, and no stone must be within nine inches of the face of the concrete.

If gravel is found which is in the engineer's opinion suitable for concrete for the particular work proposed, such gravel concrete may be substituted for broken stone concrete, the proportions of the gravel concrete to be one of cement to seven of gravel.

For the purpose of these specifications one cubic foot of cement weighs one hundred pounds.

If the gravel in its natural state is not properly proportioned the contractor will be required to screen it, separating the sand from the stone, and afterwards mixing it in the proper proportions, using three parts sand and sufficient stone to make the total number of parts seven.

Mixing Mortar.—The sand and cement must be thoroughly mixed to a uniform colour before any water is added, and then enough water added in a careful manner, so that the cement and sand will not be separated, to form a mortar of the required consistency.

Concrete Mixing.—The sand and cement having been mixed, as described above, the stone then spread over the mortar, well sprinkled with water, and the whole turned over until the resulting mass is homogeneous.

In mixing gravel concrete, the method will be similar to that of mixing mortar, the cement and gravel being thoroughly mixed in the dry state before adding water.

If a mechanical mixer is used it must be of approved pattern. The "gravity" concrete mixer must not be used.

69. *Concrete and other Pipes.*—Where in the opinion of the engineer concrete pipes or double strength railway culvert pipes are required these shall be furnished and put in place by the contractor. The ends of both classes of pipes will be finished by a concrete head wall, and if required both classes of pipes will be set in a cradle of concrete. Any concrete thus put in place will be paid for at the contractor's schedule price for concrete.

70. Excavation in connection with these pipe culverts will be paid for as specified for culvert excavation.

These pipes will be paid for by the lineal foot in place. They must be made in Canada and will be inspected at place of manufacture.

Any concrete deposited in water will be composed of Portland cement and sand in the proportions of one of cement to two of sand, to which will be added four parts of broken stones.

71. *Rock Foundation.*—When the foundations of any structure are on rock the contractor will be allowed to adopt any plan for his cofferdams that he may desire, provided he is able to lay the foundations dry so as to properly level off the rock to receive masonry or concrete. When the surface of the rock is smooth and inclined so that the piers would, in the opinion of the engineer, have a tendency to slide upon it the contractor will be required to level, step or roughen, as the engineer may consider necessary, the surface of the rock, so as to make it a secure and safe foundation on which to deposit the concrete or build the masonry.

72. *Cribs.*—When considered desirable by the engineer, the piers and abutments of bridges may be constructed of timber cribs filled with stone or concrete to such a height as the engineer may direct, the remainder to be constructed of masonry or concrete. The cribs will be built of hemlock tamarack, cedar or pine, as the engineer may consider best, the timber to be 12x12, bolted together with 7/8 square bolts, sufficiently long to pass through two timbers and half into the third, angles of cribs and ends of ties to be dovetailed—the whole to be according to drawings furnished.

73. The price of timber to include all irons. The stone filling to be no larger than one cubic foot.

74. The masonry shall not be commenced before the engineer shall have examined and approved of the foundations nor until the contractor shall have provided appliances and material of such a kind and in such quantities as shall be approved of by the engineer.

75. *Cofferdams.*—All cofferdams, outer caissons, and other materials (of such a nature as to obstruct the flow of water) that have been put in the river by the contractor shall be removed at his expense as soon as the structure for which it was used has been completed.

No earth work shall be filled around the abutments till at least two weeks after the masonry has been laid and the earth must be carefully placed in horizontal layers around the walls.

76. It is understood that the price for masonry or concrete put in the schedule is to cover the cost of all materials, plant and workmanship necessary for the construction of the moulds and cofferdams or caissons, and all pumping or bailing, and any other work required to found the piers, abutments, etc., in a sound and substantial manner and that no extra price will be paid for any work that may be required to secure this object. As to the character of all foundations, the contractor must satisfy himself, and it is to be fully understood that no claims for extras will be permitted on account of any deficiency or inaccuracy in the plans and that the contractor shall have no claim for extras on account of any increased or diminished quantities of masonry in any pier or abutment, or on account of any increase or diminished depth of water on the site of any of the piers or abutments; he shall only be paid for the actual quantities at the schedule rate.

All steel superstructure will be supplied and put in place by the Commission.

General.

77. *Beginning of Work.*—The work is to be commenced and be proceeded with as soon as practicable after the person or persons whose tender shall be accepted shall have entered into a contract, and the contractor shall carry on the work in such places and in such a manner as he may be directed from time to time by the engineer. The Haileybury branch to be completed by the end of July, 1908.

Time being the essence of this contract.

78. *Extra Work.*—No allowance will be made for extra work except upon written agreement signed by the contractor and the engineer, or under the written order of the engineer. All claims for extra work so ordered must be made to the engineer in writing before the payment of the next succeeding estimate, after the work was performed; and failing to make such claim, the same will be considered as abandoned by the contractor.

79. *Right of Way.*—Due diligence will be used in securing the right of way, but the Commission will not be responsible for delays in this connection. All such delays shall only have the effect of entitling the contractor to additional time for the completion of his work, the engineer to be the judge as to the loss of time and the additional time to be allowed the contractor for the completion of his contract.

80. *Alterations.*—The engineer shall at any time, either before the commencement or during the construction of any portion of the work, be at liberty to make any alterations or change that he may deem advisable, either in the grades, or alignment, or any other things connected with the works, whether the same increases or diminishes the quantities, and the contractor shall only be allowed at the same rate as in his schedule of prices attached, and no extras of any description will be allowed.

The rates and prices in the schedule must be understood to include not only the particular work or material mentioned, but all and every kind of work, labour, tools, plant and materials of whatsoever kind necessary for

the full execution and completion, ready for use of the respective portions of the works, to the satisfaction of the engineer.

81. *Payments.*—A monthly estimate will be made by the engineer for all work done and material delivered, ten per cent. of which will be retained as a reserve fund, reserving to the contractor the right to enquire into the correctness of the estimates.

82. *Day Labour.*—If any work or service be required to be done, which in the opinion of the engineer, does not come within the class of work to be measured under the contract, he shall be at liberty to direct the contractor to perform the same by days labour, and the contractor, when required by him, shall supply such force, perform such work and be paid the reasonable and actual wages of such force, as ascertained by time-keeper and paysheet, together with 10 per cent. for the use of the tools and profit. The engineer shall be at liberty to discharge any bad or unsuitable workmen who may be placed at days labour work, and the work so performed shall be subject to his approval before payment thereof.

83. *Damages.*—The contractor will be held responsibe for any injuries or damages to person or property received or sustained in the execution of the work, and shall indemnify and save harmless the province from all such damage or loss from fire or otherwise.

84. *Sub-contractors.*—The contractors will not be permitted to sub-let any portion of this work without the consent of the engineer, and his approval of the sub-contractor, which consent or approval, however, shall by no means be considered a recognition of such sub-contractor.

The contractor will not be released from the faithful performance of the work by reason of having let portions of the same to sub-contractors.

85. *Cntractor to Examine Works to be bid for.*—Contractors must satisfy themselves of the nature and location of the work they bid for, of the general form of the surface of the ground, of the quality of material required for forming the road bed or other work, and all other matter which can in any way influence their contract, and no information of any such matters derived from the maps, profiles, drawings, or specifications, or from the engineer in any way will release the contractor from all risks or from fulfilling all the terms of his contract.

86. *Contractor's Representative.*—In the absence of the contractor a competent agent or foreman shall represent him on the works, who shall be considered the lawful representative of the contractor, and any orders given to such agent or foreman shall be deemed as given to the contractor.

87. *Profile Quantities.*—The classification and quantities marked on profile are only approximate and will have no bearing on either monthly or final statements.

88. *Stakes and Bench Marks.*—Contractors must carefully preserve bench marks and stakes, and in case of wilful or careless neglect will be charged accordingly.

89. *Insufficient Workmen or Material.*—If at any time the number of workmen or horses or the amount of other material or other plant shall in the opinion of the engineer, be insufficient for the completion of the works in time specified, or that the works are, or some part thereof, is not being carried on with due diligence, then in every such case, the said engineer shall have power to notify the contractor in writing to employ or provide such additional workmen, horses, material, or plant as the said engineer may think necessary; and in case the said contractor shall not thereupon within 6 days, or such longer time as may be fixed by any such notice, in all respects comply therewith, he, the said engineer, shall have power to provide any workmen, horses and material or other plant he may think proper; and all money

so expended by the engineer shall thereupon be paid by the contractor, or may be deducted or retained out of any moneys due or to become due to the contractor. And should these moneys be insufficient the balance shall be recoverable in the usual way as a debt by the contractor to the Commission.

90. *Removal of Condemned Material.*—In case any material is in the opinion of the engineer not in accordance with the terms of the contract and is condemned as unsuitable or inferior, it shall at once be removed by the contractor from the works, or should this not be done, the engineer may, on giving three days' notice, cause the same to be removed, and the cost of such removal shall be deducted from any moneys due to the contractor.

91. *Headquarters of Contractor.*—The contractor shall be bound at all times to have an office on the works, where, by himself or some authorized agent, all notices or requisitions from the engineer may be received and acknowledged.

92. *Safety and Comfort of Employees.*—As it is desirable to secure the safety and comfort of employees engaged on the work of construction and to secure skilful medical aid for such employees as may get hurt or become sick on the works of contruction, and also to have the mail carried and distributed along the line of construction; the contractor for the purpose above mentioned agrees to furnish such medical attendance and hospital accommodation as is necessary and also to have the mail carried and distributed along the line of construction the engineer to be the judge as to whether this is properly carried out.

Should a hospital be provided the contractor will, if the doctor considers it necessary, convey such men or employees as may get injured or become sick on the work embraced in this contract, to such hospital free of charge and to pay his or their expenses.

93. *Exorbitant Charges.*—The workmen, labourers or servants employed, shall be charged fair and reasonable prices for any provisions, clothing and other necessaries of life, and reasonable comfort supplied by the contractor, his agents, or any person or persons authorized by him to supply such goods or accommodation. Upon the breach of any of the provisions of this section, or in the event of exorbitant charges being made by the contractor, his agents, or any person or persons authorized by him there may be deducted and retained from moneys payable in respect of this contract, such amount as the Commission may deem proper.

94. *Alien Labour.*—The contractor shall not engage or employ on the said work any citizen or subject of any country having an Alien Labour Law, which practically excludes Canadians from employment on the public works of such country or on other works therein. Any contractor employing alien labour as aforesaid shall be liable to a penalty of $20 a day for each and every person so employed.

95. *Forest Fires.*—Special precautions must be taken by the contractor to prevent the spread of fire, and the labourers in his employ shall be subject to the direction of the engineer in event of their aid being required by the engineer to extinguish forest fires accruing in proximity to the right of way; the time of the men so engaged by the engineer to be paid for at the rate of wages paid by the contractor.

96. *Sanitary Regulations.*—The walls of shanties, lodging or boarding houses, intended for, or occupied by men, and which have a floor area exceeding 150 superficial feet, shall have side and end walls not less than 9 feet in height, clear above the floor and must have two ventilators in the roof, as well as closets built and situated at such distance from the nearest place of abode as may be directed "not in any event in a less distance than

200 feet," which are to be kept clean and subject to such sanitary regulations as the engineer may from time to time direct.

97. *Wages and Protection to Labour.*—It is agreed and understood that in case the contractor fail or refuse to pay the wages of labourers who may be employed on the work embraced in this contract, the engineer is hereby authorized to hold such estimate as may be rendered or due the contractor, until the matter is adjusted. All the provisions of the Acts to secure payment of wages for labour performed in the construction of public works shall apply to this contract.

98. *Power to Enter upon the Works.*—The Commission shall have power to enter upon the works at any time and to carry on any work that may be considered necessary by the engineer.

99. *Wages.*—It is hereby understood and agreed that during the construction of the work embraced in this contract, that the contractors shall pay his or their labourers not less than wages current on like works in this part of the Province, and the wages of all persons of any class, employed upon or in the respect of any of the said works, shall be paid at least once a month; if possible said payment shall be made upon the works or some point convenient to the same, but in no case at a tavern or other place where liquors are sold.

100. *Order on the Works.*—The contractor agrees to observe and abide by such rules and regulations as may from time to time be established by the engineer, to promote good order and efficiency on the entire work, and will assist other contractors, employees and agents to do the same. The contractor agrees not to entice or employ men from other contractors' work.

101. *Service Roads.*—Contractors having work awarded them shall immediately after signing the contracts proceed to open and maintain such good and safe roads and paths along the whole line of their sections as may be directed by the engineer, for foot or horse travel, and on such portions of the line where there are no highways convenient for wagoning supplies they must open and maintain such roads without charge therefor and in their proposals must take this into consideration. Any persons having permission from the engineer shall be allowed to pass along or haul any materials required for the road over any section, such persons not interfering or impeding the work of the contractor, providing in the case of a separate contractor, he shall pay his proportion of the cost of said road, as the engineer may deem right. No allowance or compensation, whatever, will be due or paid to the contractor for any temporary roads or bridges he may make to facilitate the work.

102. *Engineer to be Sole Judge of the Work.*—All works are to be done to the entire satisfaction of the engineer. He is to be the sole judge of work or material in respect both of quality and quantity, and his decisions on all questions of dispute with regard to the work or material or as to the meaning or interpretation of the plans or specifications is to be considered final and binding on all parties.

103. Wherever the word Commission is used in these specifications it designates the T. & N. O. Ry. Commission. Wherever the word engineer is used in these specifications it shall be mutually understood to refer to the engineer in charge of the works, and his properly authorized agents, limited by the particular duties entrusted to them. Wherever the word contractor is used in these specifications it shall be mutually understood to refer to the party or parties contracting to perform the work or the legal representative of the said party. The specifications and general condition together with the

drawings referred to are distinctly understood as being embodied with the contract, the whole forming the entire agreement between the Commission and the contractor.

Track Laying and Ballasting.

104. *Work.*—The work of track laying and ballasting will embrace the supplying of all engines, cars and plant and all labour and tools required for loading, unloading and distributing rails, joint fastenings, spikes, points and crossings and sleepers or cross ties, laying, lifting, centering, lining and surfacing the track; also for making roads to ballast pits and laying all surface tracks for getting, loading and unloading the ballast, placing the same in the road and trimming it up.

105. *Guage.*—The rails shall be laid broken joints to a guage of 4 feet 8½ inches clear between the rails, and they shall be well and carefully fastened at the joints. Special care must be taken at points and crossings to have the rails laid to a tight guage. The rails must be full spiked, and on curves the outer rail shall be elevated according to the degree of curvature as directed by the engineer.

106. *Laying of Rails.*—The rails should be handled with great care, and before being run over by either engine or cars, they shall be fully sleepered and surfaced. Every precaution should be taken to prevent them getting bent during progress of ballasting.

107. *Ballast Pits.*—In selecting ballast pits, a preference will always be given to those points where the best material can be procured, having due regard to the convenience of the contractors. During the working of any pit, should the materials be found unfit for ballasting, the engineer shall have power to compel the contractors to close such pits and open others.

108. The surface of ballast pits shall be stripped of soil where such exists and no material whatever shall be placed on the road bed but good, clear gravel, free from earth, clay, loam or loamy sand, as the country will afford along the line, or within practicable working distance from it by branch lines or sidings.

109. *Ballast.*—The maximum size of gravel must not be greater than three inches diameter. In unloading the ballast the train must be kept in constant motion, working to and fro so as to thoroughly mix the different qualities of ballast until a sufficient quantity is deposited for the first lift. The track must then be raised so that the sleepers and the ballast must be well beaten and packed under and around them. As the raising proceeds the end of the "lift" shall extend over not less than three rail lengths, and before trains are allowed to pass over the inclined portion of track it must be made sufficiently solid to prevent bending the rails, or twisting the rail joints. After the lift the track shall be centered, lined, surfaced and trimmed off to a proper form and width—about 2,600 cubic yards of ballast pit measurement will be required for each mile of single track. A second "lift" must be made in the same manner and with the same precautions as required for the first "lift" in order to secure a uniform thickness of 10 inches under the sleepers.

110. In wet cuttings the engineer shall have power to direct a greater thickness of ballast should it be deemed necessary.

111. *Track.*—The track shall be left by the contractor with everything complete and surfaced. The ballast shall be dressed off to the form required, and the whole shall be executed according to the direction and to the approval of the engineer.

112. *Ties and Rails.*—The ties will be of sound hemlock, cedar, tamarack or jack pine, 8 feet 0 inches long, not less than 7 inches face and 7 inches thick and not less than 2,800 to the mile of track and will be furnished by the Commission along the line of the T. & N. O. Ry. They will be loaded by the contractor, but hauled free of charge to the south end of the work included in this contract.

The rail to be laid will be 80 lbs. per yard with split switches and spring rail frogs at turnouts off the main line.

113. *Trestle Filling.*—Where temporary trestles have been erected these may be replaced by a dump, the filling made with cars from the ballast pit or other places on the line of railway, a price for this class of work to be included in the schedule of prices.

G. A. McCarthy,
Chief Engineer.

Tenders for Deck Plate Girder Spans.

Tenders for one 90 feet, one 60 feet and one 55 feet deck plate girder span, to be used at approaches for first and second crossings of Blanche River, were received, as follows:—

Hamilton Bride Company, Hamilton	$9,200 00
Canadian Bridge Company, Walkerville	9,398 00
Dominion Bridge Company, Montreal	9,525 00

Prices based on estimated weight of 254,000 pounds.

Contract was awarded Hamilton Bridge Company, their tender being lowest.

ARTICLES OF AGREEMENT made in duplicate this twenty-ninth day of February, in the year of our Lord one thousand nine hundred and eight.

BETWEEN Hamilton Bridge Works Co., Limited, hereinafter called the Contractor, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "Engineer" shall mean the Chief Engineer for the time being of the Commission and having control of the work of construction of the railway line of the Commission north of North Bay, and word "Inspector" shall mean the Inspector for the time being appointed by such Chief Engineer to represent and act for the Commission in the supervision of the construction and completion of the work herein contracted for.

2. The Contractor shall supply and provide all and every kind of work, labour, materials, articles and things whatsoever necessary for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner one ninety-five foot deck plate girder span, one sixty foot deck plate girder span and one fifty-five foot deck plate girder span, for use by the Commission on its line of railway, with all necessary appliances ready to receive the rails in strict compliance with the latest Dominion Government specifications as to material and workmanship and heavy class loading of same specifications as to strength except so far as such latest Dominion Government specifications are modified by the general specifications hereto annexed, and in strict compliance with the plans and

Wataybeag Bridge.

general specifications hereto annexed all to the complete satisfaction of the Engineer as to material and workmanship of the structures and as to the due completion thereof; it being agreed that the said work shall include the painting of the structures, and will deliver the said bridges complete on the tracks of the Commission at North Bay Junction, f.o.b. cars: as to said sixty foot span on or about the fifteenth day of June A.D. 1908; as to said ninety-five foot span on or about the first day of July, A.D. 1908, and as to said fifty-five foot span on or about the fifteenth day of July, A.D. 1908. PROVIDED, HOWEVER, that in case the Contractor is necessarily delayed by reason of strikes, fires, failures, delays of mills in furnishing materials, failure of electric or other power, unavoidable accidents, wreck by sea or land, or other causes beyond the control of the Contractor the time for delivery of the said respective spans shall be extended for a time equal to any such unavoidable delay.

3. Time is agreed to be material and of the essence of this contract and the Contractor shall complete the work and deliver said bridges within the times aforesaid and in default shall pay the Commission by way of liquidated damages the sum of ten dollars for each of said bridges for each day which may elapse after the time when said bridges should be delivered as aforesaid.

4. The Engineer shall be the sole judge of the material and workmanship used in the said structures and of the due completion thereof and his decision on all questions in dispute with regard to such material and workmanship or with regard to the completion of said structures shall be final and same shall be executed to his satisfaction as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractor to be paid for said work.

5. The Engineer and all persons from time to time authorized by him on his behalf shall have free entry and access to the works of the Contractor at all times while this contract is being performed and shall have all reasonable facilities afforded him and his representatives as aforesaid to satisfy them that same is being carried out and performed in accordance with this contract.

6. All portions of the structures to be manufactured under this contract shall be weighed and loaded on cars in presence of the Engineer or Inspector and if any material is weighed upon the cars such cars, including all blocking to be used in supporting the steel work thereon, must similarly be weighed in the presence of the Engineer or Inspector before being loaded and the certificate in writing of the Engineer or Inspector certifying to the correctness of all weights of goods charged for hereunder shall be a condition precedent to the right of the Contractor to be paid for said work.

7. The Commission in consideration of the premises covenants with the Contractor that the Contractor from time to time in all respects having fulfilled and performed the provisions of this contract on the Contractor's part to be fulfilled and performed, will be paid for and in respect of said ninety-five foot span, the sum of five thousand three hundred dollars; in respect to the sixty foot span, the sum of two thousand one hundred and thirty dollars; and in respect to fifty-five foot span the sum of one thousand seven hundred and seventy dollars, payable as follows: Eighty-five per cent. thereof upon the certificate of the Inspector of the due completion of said bridges respectively and their storage respectively in the yards of the Contractor at Hamilton ready for shipment, and the balance within thirty days after the delivery of said bridges respectively on tracks of the Commission at North Bay Junction, f.o.b. cars on presentation of the invoice and certificate of the Engineer.

IN WITNESS WHEREOF the said parties have caused these presents to be executed under their respective corporate seals and under the hands of their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED
In the presence of,
(Sgd.) R. W. Roy.

The Hamilton Bridge Works Co.,
(Seal)
(Sgd.) John L. Hendrie,
President.

The Temiskaming and Northern Ontario Railway Commission.

(Sgd.) Sadie Beaton.

(Sgd.) J. L. Englehart,
Chairman.
(Sgd.) A. J. McGee,
Secretary-Treasurer.
(Seal)

Specifications for Deck Plate Girder Bridges.

The work to be governed by this specification consists in the manufacture and delivery to the T. & N. O. Ry., f.o.b. cars at North Bay, of three deck plate girder spans, viz., one ninety-five feet long, one sixty feet long and one fifty-five feet long respectively.

The Contractor shall furnish steel work complete, including all rivets and bolts for field connection, for anchoring the girders to the masonry, and for fastening the deck to the girders. Contractor shall furnish iron angle for inner guard rail.

The bridges are to be designed in accordance with the Dominion Government, Department of Railways and Canals, specification for class heavy loading. All material and workmanship shall be in accordance with the aforesaid specifications.

Should there be any discrepancy between this short specification and the Dominion Government specification the former shall take precedence.

Bidders must submit with their bid a general plan showing the distance from base of rail to bridge seat for each span. All spans shall be eight feet from centre to centre.

Before proceeding with the shop work the successful tenderer shall submit for approval by the Chief Engineer, completely detailed shop drawings.

Painting.—All work shall be given two coats of graphite paint of approved number, manufactured by the Detroit Graphite Company or the National Paint Company, of Williamsport, Pa.

Delivery.—Steel work for the sixty feet span shall be delivered at North Bay on or about June 15th, 1908; the ninety-five feet span July 1st, 1908. and the 55 feet span July 15th, 1908.

Tenders for Box Cars.

Tenders were received for 50 box cars, delivered f.o.b. track for Commission, North Bay, as follows:—

	80,000 lb. Steel underframe.	60,000 lb. Wooden underframe.
	$ c.	$ c.
Dominion Car and Foundry Co., Montreal	1,285 75	.....
Preston Car and Coach Co., Preston	1,276 00	975 76
Rathbun Co., Deseronto	.....	995 00
Canada Car Co., Montreal	1,319 00	993 00
Crossen Car Mfg. Co., Cobourg	.....	998 50
Rhodes Curry Co., Amherst, N.S.	.....	945 00

Contract was awarded Dominion Car & Foundry Company for 50 steel underframe cars, as their tender was the only one in strict accordance with the specifications.

ARTICLES OF AGREEMENT made in duplicate this 30th day of June, in the year of our Lord one thousand nine hundred and eight.

BETWEEN The Dominion Car and Foundry Company, Limited, hereinafter called the Contractor, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "Inspector" shall mean the inspector for the time being appointed by the Commission to act for the Commission in the supervision of the construction and in the inspection and certification of the steel underframe box cars hereinafter referred to.

2. The Contractor will supply and provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion, and will well and duly build and complete in a perfect and workmanlike manner fifty steel underframe box cars with all necessary appliances for use on the line of railway of the Commission in strict compliance with the specifications hereto annexed, and with the plans and drawings relating thereto (save and except that the Westinghouse automatic quick action air-brake apparatus mentioned in said specifications shall be furnished by the Commission subject to the said cars being duly equipped therewith by the Contractor as provided for by said specifications) to the complete satisfaction of the inspector, and the Contractor will deliver the steel underframe box cars duly completed to the Commission free on the railway tracks of the Commission at the Town of North Bay within 100 days after the approval by the master mechanic of the Commission of the blue prints for said cars, time being agreed to be material and of the essence of this contract, and in default of such delivery, within the time aforesaid, the Contractor shall pay to the Commission, by way of liquidated damages, the sum of ten dollars in respect of each car for each day which may elapse after the date aforesaid before delivery of said cars respectively, which sums the Commission is authorized to deduct from the purchase price hereinafter mentioned. PROVIDED, HOWEVER, that such damages shall not be recoverable in respect of any

delays occasioned by strikes, accidents, delays of other carriers or other delays which are unavoidable or beyond the control of the Contractor.

3. The Contractor shall within fifteen days from the date hereof deliver to the master mechanic of the Commission at his office, in North Bay, two complete sets of blue prints of said steel underframe box cars and in case same shall in any respect be found not to conform with the specifications the Contractor will promptly, on defects being pointed out, rectify same and supply to the Commission correct copies.

4. The inspector will be the sole judge of all work and material done and supplied under this contract and his decision on all questions in dispute with regard to any such work or material shall be final and the whole work shall be executed to his satisfaction as evidenced by his certificate in writing which certificate shall be a condition precedent to the right of the Contractor to be paid therefor.

5. The inspector and all persons from time to time authorized by him in that behalf shall have free entry and access to the works of the Contractor at all times while this contract is being performed and shall have all reasonable facilities afforded to him and his representatives as aforesaid to satisfy them that the same is being carried out and performed in accordance with this contract.

6. The acceptance of and payment for one or more of said cars by the Commission shall not be considered as any waiver of the obligations of the Contractor with reference to the others.

7. This contract shall not be considered as fully completed until the guarantee clause in the attached specifications, respecting wheels, springs, axles, etc., have been fully complied with. The books kept in the office of the master mechanic of the Commission shall be taken as final and conclusive evidence of the time the said wheels, springs, axles, etc., have lasted in service.

8. The Commission in consideration of the premises covenants with the Contractor that the Contractor from time to time and in all respects having fulfilled and performed the provisions of this contract (except the fulfillment of the guarantee which is to continue as shown in the said specifications) on the Contractor's part intended to be fulfilled and performed, will be paid for, and in respect of each of the said steel underframe box cars the sum of one thousand two hundred and eighty-five dollars, payments to be made within thirty days after delivery of each car.

IN WITNESS WHEREOF the said parties have caused these presents to be executed under their respective corporate seals and under the hands of the proper officers in that behalf.

DOMINION CAR AND FOUNDRY CO., LIMITED. (Seal)

(Signed) W. W. BUTLER,
A. H. CHAVE, *Secretary.*

THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION. (Seal)

Sadie Beaton.

(Signed) J. L. ENGLEHART, *Chairman.*
A. J. MCGEE, *Secretary-Treasurer.*

Driftwood Bridge, shewing falsework.

One 5-ft. Culvert, M. P. 64½.

Tenders were received for the above culvert as follows:—

Name.	Residence.	Price.
Concrete Engineering and Construction Co.	Toronto	$ 969 75
Clarke & Monds	Toronto	1,047 30
O'Boyle Bros. Construction Co	Sault Ste. Marie	1,245 50
J. R. Sculland	" "	1,325 20
Sinclair & Smith	New Liskeard	1,217 75
Fraser & Clemens	New Hamburg	765 25
Fortin, Moffat & Co.	Pembroke	936 12

Contract was awarded to Messrs. Fraser & Clemens, New Hamburg, their tender being lowest.

ARTICLES OF AGREEMENT made in triplicate this 30th day of May in the year of our Lord one thousand nine hundred and eight.

BETWEEN Alexander Fraser and I. M. Clemens, both of New Hamburg, in the Province of Ontario, hereinafter called the Contractors, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall, unless the context requires a different meaning, means the whole of the work and materials, matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the chief engineer for the time being appointed by the Commission and having control over the work.

2. The Contractors will, at their own expense, provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner a five-foot culvert at or near mileage post 64½ on the line of the railway of the Commission, with all necessary appliances for use by the Commission in connection with the said railway in strict compliance with the specifications hereto annexed and with the plans and drawings relating thereto to the complete satisfaction of the engineer on or before the first day of September, 1908, the time being agreed to be material and of the essence of this contract.

3. The Contractors shall forthwith commence work and shall proceed diligently therewith at the rate required by the engineer and shall complete the work including extras and alterations, and notwithstanding any delay or hindrance by the Commission, to the satisfaction of the Engineer by the said date mentioned and set out in the last preceding paragraph or by such other date as on the written application of the Contractors for an extension of time the engineer may, in writing, substitute and in default shall pay to the Commission, by way of liquidated damages, the sum of five dollars for each day which may elapse after the said date mentioned in the last preceding paragraph or the date expressly substituted therefor in manner aforesaid by the engineer until the whole work shall be so completed and delivered.

4. The Engineer shall be at liberty at any time, either before the commencement or during the construction of the works or any portion thereof, to order any extra work to be done and to make any changes which he may

deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof, or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same, and the Contractors shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractors shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work unless such change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractors, and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractors or deducted from the Contractors in respect of any such increase or diminution shall be final, and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for, and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractors for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quantity and quality and his decision on all questions in dispute in regard to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractors be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractors to be paid therefor.

6. The Contractors shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission, and if any such loss or damage occur before such final completion, delivery and acceptance, the Contractors shall immediately at their own expense, repair, restore and re-execute the work so damaged so that the whole works or the respective parts thereof may be completed within the time hereby limited.

7. Neither the acceptance nor the payment for the said work by the Commission shall be considered as any waiver of the obligations of the Contractors with reference thereto.

8. The Commission in consideration of the premises covenants with the Contractors that the Contractors from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractors' part, intended to be fulfilled and performed, will be paid for the said work the following prices:—For solid rock excavation sixty cents per cubic yard; for loose rock excavation, forty cents per cubic yard, and for all other excavation fifty cents per cubic yard; for concrete, seven dollars and twenty-five cents per cubic yard; all as certified by the Engineer, subject to such deductions or additions as shall be certified by the Engineer; payments to be made from time to time on the progress certificates of the Engineer and the final payment to be made within forty days after the date of the Engineer's certificate of the completion of the said work.

9. It is distinctly agreed that no implied contract of any kind whatever by or on behalf of the Commission shall arise or be implied from anything contained in this contract, including the said specifications and the plans and drawings or the tender of the said Contractors for said work or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations contained in these presents and in the said specifications, plans and drawings are and shall be the only contracts, covenants, agreements and stipulations upon which any right against the Commission is to be founded; it being further expressly agreed that the said specifications and these presents are to be read together, and that in case of any discrepancy between these presents and anything contained in such specifications the provisions of these presents shall govern. In case of any discrepancy appearing at any time between the specifications, plans and drawings or any of them the Contractors shall follow such one of them as the engineer shall in writing direct.

10. The Contractors shall upon the execution of these presents pay to the Commission the sum of three hundred and forty-five dollars in cash as security for the due and faithful performance and observance by the Contractors within the time hereby limited on that behalf of this contract and of every matter and thing thereby required to be done, performed and observed by the Contractors in connection therewith, the same to be retained by the Commission until the due completion of the whole of the said work and upon the completion of the whole of the said work within the time hereby limited as aforesaid, the said sum of three hundred and forty-five dollars together with interest thereon at the rate of ... per cent. per annum shall be repaid to the Contractors along with the final payment which shall become due to the Contractors on the Engineer's final certificate of the due completion of the last of the said works but which deposit shall in case of failure of the Contractors to carry out and perform their contract as aforesaid be absolutely forfeited to the Commission as and for liquidated and ascertained damages but without prejudice to the Commission's rights to claim further damages in case the Commission shall be legally entitled to same by reason of breach of the Contractors' covenants and obligations hereunder.

In witness whereof this agreement has been duly signed, sealed and executed by the said Contractors and duly executed by the said Commission under its corporate seal and the hands of its chairman and secretary.

SIGNED, SEALED AND DELIVERED

In the presence of

(Sgd.) Alex. Fraser. (Seal)

(Sgd.) I. M. Clemens.

The Temiskaming and Northern Ontario Railway Commission. (Seal)

(Seal)

(Sgd.) J. L. Englehart,
Chairman.

(Sgd.) A. J. McGee,
Secretary-Treasurer.

Three Abutments—Englehart and Krugerdorf.

Tenders for the above were received as follows:—

Name.	Residence.	Price.
Clarke & Monds	Toronto	$2,023 00
O'Boyle Bros. Const. Co	Sault Ste. Marie	2,194 50
J. R. Sculland	Sault Ste. Marie	2,528 00
Goldfarb & Co	Englehart (No price for trimming)	1,500 00
Sinclair & Smith	New Liskeard	1,860 00
Fraser & Clemens	New Hamburg	808 50

Contract was awarded Fraser & Clemens, New Hamburg, their tender being lowest.

ARTICLES OF AGREEMENT made in triplicate this 30th day of May, in the year of our Lord one thousand nine hundred and eight.

BETWEEN ALEXANDER FRASER and I. M. CLEMENS, both of New Hamburg in the Province of Ontario, hereinafter called the Contractors, and THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall unless the context requires a different meaning mean the whole of the work and materials, matters and things, required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The Contractors will at their own expense provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion, and will well and duly build and complete in a workmanlike manner Abutments for Approach Spans for Blanche River Steel Trestles on the line of railway of the Commission, with all necessary appliances for use by the Commission in connection with said railway in strict compliance with the specifications hereto annexed and with the plans and drawings relating thereto to the complete satisfaction of the Engineer, and will deliver said abutments for sixty foot span on or before June 15th, 1908; for ninety-five foot span on or before 1st of July, 1908; and for fifty-five foot span on or before the 15th day of July, 1908, time being agreed to be material and of the essence of this contract.

3. The Contractors shall forthwith commence work and shall proceed diligently therewith at the rate required by the Engineer and shall complete the work including extras and alterations and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the said dates mentioned and set out in the last preceding paragraph, or by such other dates as on the written application of the contractors for an extension of time the Engineer may in writing substitute, and in default shall pay to the Commission by way of liquidated damages the sum of Five dollars for each abutment for each day which may elapse after the dates mention in the last preceding paragraph or the dates expressly substituted therefor in manner aforesaid by the Engineer, until the whole work shall be completed and delivered.

Culvert and Trestle. Mile Post 210.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof, or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same, and the Contractors shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractors shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work, unless such change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractors, and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractors or deducted from the Contractors in respect of any such increase or diminution shall be final, and all he provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for, and no changes, additions, deviations or extra work shall annul or invalidate this contract, and no compensaion shall be claimable by the Contractors for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quantity and quality and his decision on all questions in dispute in regard to work and material shall be final, and no works or extra or additional works or changes shall be deemed to have been executed, nor shall the Contractors be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractors to be paid therefor.

6. The Contractors shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission, and if any such loss or damage occur before such final completion, delivery and acceptance, the Contractors shall immediately at their own expense repair, restore and re-execute the work so damaged so that the whole work, or the respective parts thereof may be completed within the time hereby limited.

7. Neither the acceptance nor the payment for the said work by the Commission shall be considered as any waiver of the obligations of the Contractors with reference thereto.

8. The Commission in consideration of the premises, covenants with the Contractors that the Contractors from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractors' part intended to be fulfilled and performed, will be paid forty-seven and one-half cents per cubic yard for excavation and five dollars eighty-seven and one-half cents per cubic yard for concrete; together with twenty-five dollars for trimming south approach Englehart trestle; twenty-five dollars for trimming north approach Englehart trestle, and twenty-five dollars for trimming south approach Krugerdorf trestle; all as certified by the Engineer subject to such deductions or additions as shall be certified by the Engineer;

payments to be made from time to time on the progress certificates of the Engineer and the final payment to be made within forty days after the date of the Engineer's final certificate of the completion of said work.

9. It is distinctly agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything. contained in this contract, including the said specifications and the plans and drawngs. or the tender of the said Contractors for said work, or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts covenants agreements and stipulations contained in these presents and in the said specifications, plans and drawings are and shall be the anly contracts, covenants, agreements and stipulations upon which any right against the Commission is to be founded; it being further expressly agreed that the said specifications and these presents are to be read together and that in case of any discrepancy between these presents and anything contained in such specifications the provisions of these presents shall govern. In case of any discrepancy appearing at any time between the specifications, plans and drawings or any of them, the Comtractors shall follow such one of them as the Engineer shall in writing direct.

10. The Contractors shall upon the execution of these presents pay to the Commission the sum of three hundred and forty-five dollars in cash as security for the due and faithful performance and observance by the Contractors within the time hereby limited on that behalf of this contract and of every matter and thing thereby required to be done, performed and observed by the Contractors in connection therewith, the same to be retained by the Commission until the due completion of the whole of the said work, and upon the completion of the whole of the said work within the time hereby limited as aforesaid the said sum of three hundred and forty-five dollars, together with interest thereon at the rate of three per cent. per annum shall be repaid to the contractors along with the final payment which shall become due to the Contractors on the Engineer's final certificate of the due completion of the last of the said works, but which deposit shall in case of failure of the Contractors to carry out and perform their contract as aforesaid be absolutely forfeited to the Commission as and for liquidated and ascertained damages, but without prejudice to the Commission's rights to claim further damages in case the Commission shall be legally entitled to same by reason of breach of the Contractors' covenants and obligations hereunder.

IN WITNESS WHEREOF this agreement has been duly signed, sealed and executed by the said Contractors and duly executed by the said Commission under its corporate seal and the hands of its Chairman and Secretary.

SIGNED, SEALED AND DELIVERED

In the presence of:
R. T. Winn.

(Sgd.) Alex. Fraser, (Seal).

(Sgd.) I. M. Clemens. (Seal).

The Temiskaming and Northern Ontario Railway Commission. (Seal).

J. L. Englehart,
Chairman.

A. J. McGee,
Secretary-Treasurer.

One 40 foot Concrete Arch—M.P. 184.

Tenders for the above were received as follows: —

Name.	Residence.	Price.
Concrete Eng. and Con. Co.	Toronto	$13,579 40
Clarke & Monds	Toronto	13,918 14
O'Boyle Bros. Construction Co	Sault Ste. Marie	19,909 00
J. R Scullard	Sault Ste. Marie	22,215 00
Sinclair & Smith	New Liskeard	18,850 50
Fraser & Clemens	New Hamburg	8,581 75
Fortin, Moffat & Co	Pembroke	13,792 95

Contract was awarded to Messrs. Fraser & Clemens, New Hamburg, their tender being lowest.

ARTICLES OF AGREEMENT made in triplicate this 30th day of May in the year of our Lord one thousand nine hundred and eight.

BETWEEN Alexander Fraser and I. M. Clemens, both of New Hamburg, in the Province of Ontario, hereinafter called the Contractors, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall unless the context requires a different meaning mean the whole of the work and materials, matters, and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The Contractors will at their own expense provide all and every kind of labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner a forty foot arch across the White Clay River on the line of railway of the Commission, with all necessary appliances for use by the Commission in connection with said railway in strict compliance with the specifications hereto annexed and with the plans and drawings relating thereto to the complete satisfaction of the Engineer on or before the first day of September, 1908, time being agreed to be material and of the essence of this contract.

3. The Contractors shall forthwith commence work and shall proceed diligently therewith at the rate required by the Engineer, and shall complete the work including extras and alterations and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the said date mentioned and set out in the last preceding paragraph or by such other date as on the written application of the Contractors for an extension of time the Engineer may in writing substitute, and in default shall pay to the Commission by way of liquidated damages the sum of dollars for each day which may elapse after the date mentioned in the last preceding paragraph or the date expressly substituted therefor in manner foresaid by the Engineer, until the whole work shall be so completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof

to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same and the Contractors shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractors shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work unless such change, addition, omission, deviation, or extra work shall have been first directed in writing by the Engineer and notified to the Contractors, and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractors or deducted from the Contractors in respect of any such increase or diminution shall be final, and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for, and no changes, additions, deviations, or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractors for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quantity and quality and his decision on all questions in dispute in regard to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed, nor shall the Contractors be entitled to payment for the same, unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing which certificate shall be a condition precedent to the right of the Contractors to be paid therefor.

6. The Contractors shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission, and if any such loss or damage occur before such final completion, delivery, and acceptance the Contractors shall immediately at their own expense repair, restore and re-execute the work so damaged so that the whole works or the respective parts thereof may be completed within the time hereby limited.

7. Neither the acceptance nor the payment for the said work by the Commission shall be considered as any waiver of the obligations of the Contractors with reference thereto.

8. The Commission in consideration of the premises, covenants with the Contractors that the Contractors from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractors' part intended to be fulfilled and performed, will be paid for the said work the following prices: For solid rock excavation, forty-nine cents per cubic yard; for loose rock excavation forty cents per cubic yard and for all other excavation fifty cents per cubic yard; for arch concrete seven dollars and ten cents and for ordinary concrete six dollars and forty-five cents per cubic yard; all as certified by the Engineer, subject to such deductions or additions as shall be certified by the Engineer; payments to be made from time to time on the progress certificates of the Engineer and the final pay-

Temporary Trestle. Meadow Creek. Mile Post 222½.

ment to be made within forty days after the date of the Engineer's final certificate of the completion of the said work.

9. It is distinctly agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything contained in this contract including the said specifications and the plans and drawings or the tender of the said Contractors for said work, or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations contained in these presents and in said specifications, plans and drawings are and shall be the only contracts, covenants, agreements and stipulations upon which any right against the Commission is to be founded; it being further expressly agreed that the said specifications and these presents are to be read together and that in case of any discrepancy between these presents and anything contained in such specifications the provisions of these presents shall govern. In case of any discrepancy appearing at any time between the specifications and plans and drawings or any of them the Contractors shall follow such one of them as the Engineer shall in writing direct.

10. The Contractors shall upon the execution of these presents pay to the Commission the sum of twelve hundred and eighty dollars in cash as security for the due and faithful performance and observance by the Contractors within the time hereby limited on that behalf of this contract and of every matter and thing thereby required to be done, performed and observed by the Contractors in connection therewith, the same to be retained by the Commission until the due completion of the whole of the said work and upon the completion of the whole of the said work within the time hereby limited as aforesaid, the said sum of twelve hundred and eighty dollars, together with interest thereon at the rate of ... per cent per annum shall be repaid to the Contractors along with the final payment which shall become due to the Contractors on the Engineer's final certificate of the due completion of the last of the said works but which deposit shall in case of failure of the Contractors to carry out and perform their contract as aforesaid be absolutely forfeited to the Commission as and for liquidated and ascertained damages but without prejudice to the Commission's rights to claim further damages in case the Commission shall be legally entitled to same by reason of breach of the Contractors' covenants and obligations hereunder.

IN WITNESS WHEREOF this agreement has been signed, sealed and executed by the said Contractors and duly executed by the said Commission under its corporate seal and the hands of its Chairman and Secretary.

SIGNED, SEALED AND DELIVERED

In the presence of,
R. T. Winn.

Alex Fraser. (Seal)

J. M. Clemens. (Seal)

The Temiskaming and Northern Ontario Railway Commission. (Seal)

J. L. Englehart, *Chairman.*

A. J. McGee, *Secretary-Treasurer.*

One 10 Foot Culvert, M.P. 118.

Tenders for above were received as follows:—

NAME	RESIDENCE	PRICE
C. J. Campbell & Co.	Englehart	$3,478 00
Clarke & Monds	Toronto	2,922 64
O'Boyle Bros. Const. Co.	Sault Ste. Marie	3,188 00
J. R. Sculland	" " "	3,522 00
Sinclair & Smith	New Liskeard	4,560 00
Fraser & Clemens	New Hamburg	1,930 40

Contract was awarded to Messrs. Fraser & Clemens, of New Hamburg, their tender being the lowest.

ARTICLES OF AGREEMENT made in duplicate this 30th day of May, in the year of our Lord one thousand nine hundred and eight.

BETWEEN Alexander Fraser and I. M. Clemens, both of New Hamburg, in the Province of Ontario, hereinafter called the Contractor, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work or "works" shall unless the context requires a different meaning mean the whole of the work and materials, matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The Contractors will at their own expense provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner a ten foot concrete arch culvert at Uno Park at or near mileage post 118 on the line of railway of the Commission, with all necessary appliances for use by the Commission in connection with said railway in strict compliance with the specifications hereto annexed and with the plans and drawings relating thereto to the complete satisfaction of the Engineer on or before the first day of August, 1908, time being agreed to be material and of the essence of this contract.

3. The Contractors shall forthwith commence work and shall proceed diligently therewith at the rate required by the Engineer and shall complete the work including extras and alterations and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the said date mentioned and set out in the last preceding paragraph or by such other date as on the written application of the Contractors for an extension of time the Engineer may in writing substitute, and in default shall pay to the Commission by way of liquidated damages the sum of five dollars for each day which may elapse after the said date mentioned in the last preceding paragraph or the date expressly substituted therefor in manner aforesaid by the Engineer until the whole work shall be so completed and delivered.

Temporary Trestle. Kerr Lake Branch.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same and the Contractors shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractors shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work unless such change, addition, omission, deviation, or extra work shall have been first directed in writing by the Engineer and notified to the Contractors and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractors or deducted from the Contractors in respect of any such increase or diminution shall be final and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for, and no changes, additions deviations, or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractors for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quantity and quality and his decision on all questions in dispute in regard to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractors be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractors to be paid therefor.

6. The Contractors shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission and if any such loss or damage occur before such final completion, delivery, and acceptance the Contractors shall immediately at their own expense repair, restore and re-execute the work so damaged so that the whole works or the respective parts thereof may be completed within the time hereby limited.

7. Neither the acceptance nor the payment for the said work by the Commission shall be considered as any waiver of the obligations of the Contractors with reference thereto.

8. The Commission in consideration of the premises, covenants with the Contractors that the Contractors from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractor's part intended to be fulfilled and performed will be paid for removing broken portions of arch and preparation of footings the sum of one hundred dollars, and for concrete the sum of seven dollars and fifteen cents per cubic yard; all is certified by the Engineer, subject to such deductions or additions as shall be certified by the Engineer; payments to be made from time to time on the progress certificates of the Engineer and the final pay-

ment to be made within forty days after the date of the Engineer's final certificate of the completion of the said work.

9. It is distinctly agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything contained in this contract including the said specifications and the plans and drawings or the tender of the said Contractors for said work or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations contained in these presents and in the said specifications, plans and drawings are and shall be the only contracts, covenants, agreements and stipulations upon which any right against the Commission is to be founded; it being further expressly agreed that the said specifications and these presents are to be read together and that in case of any discrepancy between these presents and anything contained in such specifications the provisions of these presents shall govern. In case of any discrepancy appearing at any time between the specifications and plans and drawings or any of them the Contractors shall follow such one of them as the Engineer shall in writing direct.

10. The Contractors shall upon the execution of these presents pay to the Comission the sum of one hundred and seventy dollars in cash as security for the due and faithful performance and observance by the Contractors within the time hereby limited on that behalf of this contract and of every matter and thing thereby required to be done, performed and observed by the Contractors in connection therewith, the same to be retained by the Commission until the due completion of the whole of the said work and upon the completion of the whole of the said work within the time hereby limited as aforesaid the said sum of one hundred and seventy dollars together with interest thereon at the rate of three per cent. per annum shall be repaid to the Contractors along with the final payment which shall become due to the contractors on the Engineer's final certificate of the due completion of the last of the said works, but which deposit shall in case of failure of the Contractors to carry out and perform their contract as aforesaid be absolutely forfeited to the Commission as and for liquidated and ascertained damages, but without prejudice to the Commission's rights to claim further damages in case the Commission shall be legally entitled to same by reason of breach of the Contractors' covenants and obligations hereunder.

IN WITNESS WHEREOF this agreement has been signed, sealed and executed by the said Contractors and duly executed by the said Commission under its corporate seal and the hands of its Chairman and Secretary.

SIGNED, SEALED
AND DELIVERED

In the presence of
R. T. Winn.

Alex. Fraser. (Seal)

I. M. Clemens. (Seal)

The Temiskaming and Northern
Ontario Railway Commission (Seal)

J. L. Englehart,
Chairman.

A. J. McGee,
Secretary-Treasurer.

Cobalt Station.

Two 10-Foot Concrete Culverts—M. P. 210-212.

Tenders for the above were received as follows:—

Name.	Residence.	Price.
Concrete Eng. and Con. Co.	Toronto	$ 6,727 20
Clark & Monds	"	9,705 70
O'Boyle Bros. Const. Co.	Sault Ste. Marie	9,335 50
J. R. Sculland	" "	10,572 00
Sinclair & Smith	New Liskeard	8,484 50
Fraser & Clemens	New Hamburg	6,040 63
Fortin, Moffat & Co	Pembroke	9,328 25
C. J. Campbell & Co	Englehart	10,135 50

Contract was awarded to Messrs. Fraser & Clemens, New Hamburg, their tender being the lowest.

ARTICLES OF AGREEMENT made in triplicate this 30th day of May, in the year of our Lord one thousand nine hundred and eight.

BETWEEN Alexander Fraser and I. M. Clemens, both of New Hamburg, in the Province of Ontario, hereinafter called the Contractors, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall unless the context requires a different meaning mean the whole of the work and materials, matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The Contractors will at their own expense provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner Two Ten-Foot Concrete Arch Culverts at or near Mileage Posts 210 and 212 respectively on the line of railway of the Commission with all necessary appliances for use by the Commission in connection with said railway in strict compliance with the specifications hereto annexed and with the plans and drawings relating thereto to the complete satisfaction of the Engineer on or before the first day of August, 1908, time being agreed to be material and of the essence of this contract.

3. The Contractors shall forthwith commence work and shall proceed diligently therewith at the rate required by the Engineer and shall complete the work, including extras and alterations, and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the said date mentioned and set out in the last preceding paragraph or by such ether date as on the written application of the Contractors for an extension of time the Engineer may in writing substitute and in default shall pay to the Commission by way of liquidation damages the sum of Dollars for each day which may elapse after the said date mentioned in the last

preceding paragraph or the date expressly substituted therefor in manner aforesaid by the Engineer until the whole work shall be so completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same, and the Contractors shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractor shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work unless such change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractors, and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractors or deducted from the Contractors in respect of any such increase or diminution shall be final and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractors for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quantity and quality and his decision on all questions in dispute in regard to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractors be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing which certificate shall be a condition precedent to the right of the Contractors to be paid therefor.

6. The Contractors shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission, and if any such loss or damage occur before such final completion, delivery and acceptance the Contractors shall immediately at their own expense repair, restore and re-execute the work so damaged so that the whole works or the respective parts thereof may be completed within the time hereby limited.

7. Neither the acceptance nor the payment for the said work by the Commission shall be considered as any waiver of the obligations of the Contractors with reference thereto.

8. The Commission in consideration of the premises, covenants with the Contractors that the Contractors from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractors' part intended to be fulfilled and performed will be paid for the said work the following prices: for excavation, forty-seven and one-half cents per cubic yard and for concrete six dollars and eighty-seven and one-half cents

per cubic yard; all as certified by the Engineer subject to such deductions or additions as shall be certified by the Engineer; payments to be made from time to time on the progress certificates of the Engineer and the final payment to be made within forty days after the date of the Engineer's final certificate of the completion of the said work.

9. It is definitely agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything contained in this contract including the said specifications and the plans and drawings or the tender of the said Contractors for said work or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements these presents are to be read together and that in case of any discrepancy plans and drawings are and shall be the only contracts, covenants, agreements and stipulations upon which any right against the Commission is to be founded; it being further expressly agreed that the said specifications and these presents are to be read together and that in case of any discrepency between these presents and any thing contained in such specifications the provisions of these presents shall govern. In case of any discrepancy appearing at any time between the specifications, plans and drawings or any of them the Contractors shall follow such one of them as the Engineer shall in writing direct.

10. The Contractors shall upon the execution of these presents pay to the Commission the sum of eight hundred and sixty dollars in cash as security for the due and faithful performance and observance by the Contractors within the time hereby limited on that behalf of this contract and of every matter and thing thereby required to be done, performed and observed by the Contractors in connection therewith, the same to be retained by the Commission until the due completion of the whole of the said work and upon the completion of the whole of the said work within the time hereby limited as aforesaid, the said sum of eight hundred and sixty dollars together with interest thereon at the rate of ... per cent. per annum shall be repaid to the Contractors along with the final payment which shall become due to the Contractors on the Engineer's final certificate of the due completion of the last of the said works but which deposit shall in case of failure of the Contractors to carry out and perform their contract as aforesaid be absolutely forfeited to the Commission as and for liquidated and ascertained damages but without prejudice to the Commission's rights to claim further damages in case the Commission shall be legally entitled to same by reason of breach of the Contractors' covenants and obligations hereunder.

IN WITNESS WHEREOF this agreement has been duly signed, sealed and executed by the said Contractors and duly executed by the said Commission under its corporate seal and the hands of its Chairman and Secretary.

SIGNED, SEALED AND DELIVERED

In the presence of:

R. T. Winn.

(Sgd.) Alex. Fraser. (Seal).

(Sgd.) I. M. Clemens. (Seal).

The Temiskaming and Northern Ontario Railway Commission. (Seal).

J. L. Englehart, *Chairman.*

A. J. McGee, *Secretary-Treasurer.*

Stations—Moose Lake and Dane.

Tenders for Stations at Moose Lake and Dane were received as follows:—

NAME	RESIDENCE	PRICE
R. R. Woods	Latchford	$2,448 00 each
L. C. Wideman & Co.	Englehart	2,631 00 "
O'Boyle Bros. Const. Co.	Sault Ste. Marie	2,641 36 "
Sinclair & Smith	New Liskeard	3,398 75 "
J. K. McConnell	Sturgeon Falls	2,263 00 "

Contract was awarded to J. K. McConnell, Sturgeon Falls, his tender being lowest.

ARTICLES OF AGREEMENT made in duplicate this 26th day of May in the year of our Lord 1908.

BETWEEN J. K. McConnell, of Sturgeon Falls, hereinafter called the Contractor of the first part, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission, of the second part.

WITNESSETH: 1. In this contract the word "work" or "works" shall, unless the context requires a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The Contractor will, at his own expense, provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner combined passenger and freight stations at Moose Lake and Dane on the line of railway of the Commission at such points as shall be determined by the Engineer, with all necessary appliances for the use of the Commission in connection with such railway in strict compliance with the specifications hereto annexed and with the plans and drawings relating thereto, to the complete satisfaction of the Engineer, and will deliver the said combined passenger and freight stations complete to the Commission on or before the first day of August, 1908, time being agreed to be material and of the essence of this contract.

3. The Contractor shall forthwith commence work and proceed diligently therewith at the rate required by the engineer and shall complete the work including extras and alterations and notwithstanding any delay or hinderance by the Commission to the satisfaction of the Engineer by the date set out in the last preceding paragraph or by such other date as on the written application of the Contractor for an extension of time the Engineer may in writing substitute and in default shall pay to the Commission by way of liquidated damages the sum of ten dollars for each combined passenger and freight station for each day which may or shall elapse after the date mentioned in the last preceding paragraph or the date expressly substituted therefor in manner aforesaid by the Engineer until the whole work shall be so completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same and the Contractor shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the contractor shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or extra work unless such change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractor and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractor or deducted from the Contractor in respect of any such increase or diminution shall be final, and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractor for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quantity and quality and his decision on all matters in dispute in respect to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed, nor shall the Contractor be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractor to be paid therefor.

6. The Contractor shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission and if any such loss or damage occur before such completion, delivery and acceptance, the Contractor shall immediately at his own expense repair, restore, re-execute the work so damaged so that the whole works or the respective parts thereof will be completed within the time hereby limited.

7. Neither the acceptance of nor the payment for either of the said combined passenger and freight stations by the Commission shall be construed as any waiver of the obligations of the Contractor with reference to the other.

8. The Commmission in consideration of the premises, covenants with the Contractor that the Contractor from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractor's part intended to be fulfilled and performed will be paid for and in respect of each of said combined passenger and freight stations so completed as aforesaid sum of one thousand five hundred and fifty dollars together with the following unit prices for the different works required in connection with the different foundations. For solid rock excavation three dollars per cubic

yard, for loose rock excavation one dollar per cubic yard, for all other excavation seventy-five cents per cubic yard, for concrete thirteen dollars per cubic yard, for cedar mud sills under platform forty dollars per thousand feet board measure; for pine built in platform, forty dollars per thousand feet board measure; all shall be certified by the Engineer subject to such deductions or additions as shall be certified by the Engineer, payments to be made from time to time on progress certificates of the Engineer and the final payment to be made within forty days after the date of the Engineer's final certificate of the completion of the said work.

9. It is distinctly agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything contained in this contract including the said specifications and the plans and drawings or the tender of the said contractor for said work or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, convenants, agreements and stipulation contained in these presents and in the said specifications, plans and drawings are and shall be the only contracts, covenants, agreements and stipulations upon which any right of action against the Commission is to be founded, it being further expressly agreed that the said specifications and these presents are to be read together and in case of any discrepancy between these presents and anything contained in such specifications and the provisions of these presents shall govern, and in case of any discrepancy appearing at any time between the specifications, plans, drawings or any of them the Contractor shall follow such one of them as the Engineer shall in writing direct.

IN WITNESS WHEREOF this agreement has been duly signed, sealed and executed by the said Contractor and duly executed by the said Commission under its corporate seal and the hands of its Chairman and Secretary.

SIGNED, SEALED AND DELIVERED,

In the presence of,
GEO. SUTHERLAND.

J. H. MCCONNELL. (Seal)

THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION.
(Seal)

(Sgd.) J. L. ENGLEHART,
Chairman.

(Sgd.) A. J. MCGEE,
Secretary-Treasurer.

KNOW ALL MEN BY THESE PRESENTS that we, J. K. McConnell, of the Village of Sturgeon Falls, in the District of Nipissing, Contractor; George Gordon, of the same place, Merchant; and William Armitage, of the same place, merchant; are jointly and severally held and firmly bound unto the TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION in the penal sum of five hundred dollars ($500) to be paid to the Temiskaming and Northern Ontario Railway Commission or to its successors or assigns, for which payment well and truly to be made we jointly and severally bind ourselves, our and each of our heirs, executors and administrators firmly by these presents.

Signed and sealed with seals and dated this 26th day of May, A.D. 1908.

The condition of this obligation is such that if the said J. K. McConnell, his heirs, executors, administrators or assigns, do and shall well and faithfully do all the work and furnish all the material and observe and per-

form all the matters and things required to be done, furnished, observed and performed by him or them under the contract hereto annexed between him and the TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION for the construction of combined passenger and freight stations within the times, in the manner and according to the true intent and meaning of the said contract, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

SIGNED, SEALED AND DELIVERED. | J. K. McConnell. (Seal)

Geo. Gordon. (Seal)

In the presence of, | Wm. Armitage. (Seal)

(Seal)

Geo. Sutherland.

Tenders for Section Houses.

Tenders for five, more or less, section and tool houses, were received as follows:—

Name.	Residence.	Tool House.	Total Price.
N. Rushford	Haileybury		$1,997.00 each
Wideman & Co.	Englehart		2,844.00 "
O'Boyle Bros. Con. Co.	Sault Ste. Marie	$221.60	2,878.60 "
J. K. McConnell	Sturgeon Falls	275.00	2,816.50 "

Contract was awarded J. K. McConnell, Sturgeon Falls, his tender being lowest.

Tender of N. Rushford, Haileybury, was not considered, as marked cheque did not accompany same.

ARTICLES OF AGREEMENT made in duplicate this day of May in the year of our lord 1908.

BETWEEN J. K. McConnell, of Sturgeon Falls, hereinafter called the Contractor of the first part, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission, of the second part.

WITNESSETH: 1. In this contract the word "work" or "works" shall, unless the context requires a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The Contractor will at his own expense provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build in a perfect and

workmanlike manner five or more section houses and tool houses situate along the line of railway of the Commission at such points as shall be determined by the Engineer with all necessary appliances for the use of the Commission in connection with such railway in strict compliance with the specifications hereto annexed and with the plans and drawings relating thereto to the complete satisfaction of the Engineer, and will deliver the said section houses and tool houses complete to the Commission within three months after the steel shall be laid to the site of the most northerly section house, time being agreed to be material and of the essence of this contract.

3. The Contractor shall forthwith commence work and proceed diligently therewith at the rate required by the Engineer and shall complete the work including extras and alterations and notwithstanding any delay or hinderance by the Commission to the satisfaction of the Engineer by the date set out in the last preceding paragraph or by such other date as on the written application of the Contractor for an extension of time the Engineer may in writing substitute and in default shall pay to the Commission by way of liquidated damages the sum of one dollar for each section house and each tool house for each day which shall or may elapse after the date mentioned in the last preceding paragraph or the date expressly substituted therefor in manner aforesaid by the Engineer until the whole work shall be so completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increases or diminish the work to be done or the cost of doing the same and the Contractor shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractor shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work unless such change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractor and the decisions of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractor or deducted from the Contractor in respect of any such increase or diminution shall be final and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractor for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quality and quantity and his decision on all matters in dispute in respect to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractor be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing which certificate shall be a condition precedent to the right of the Contractor to be paid therefor.

Trestle. Mile Post 218½.

6. The Contractor shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission and if any such loss or damage occur before such completion, delivery and acceptance the Contractor shall immediately at his own expense repair, restore and re-execute the work so damaged so that the whole works or the respective parts thereof will be completed within the time hereby limited.

7. Neither the acceptance of nor the payment for any of the said buildings by the Commission shall be construed as any waiver of the obligations of the Contractor with reference to the others.

8. The Commission in consideration of the premises, covenants with the Contractor that the Contractor from time to time and in all respects having fulfilled and performed the provisions of this contract on the contractor's part intended to be fulfilled and performed will be paid for and in respect of each of the said section houses so completed as aforesaid the sum of one thousand seven hundred and sixty dollars, and for each of the said tool houses so completed as aforesaid the sum of two hundred and seventy-five dollars, together with the following unit prices for the different works required in connection with the foundations:—For solid rock excavation three dollars per cubic yard; for loose rock excavation one dollar per cubic yard; for all other excavation seventy-five cents per cubic yard and for concrete twelve dollars per cubic yard; all shall be certified by the Engineer, subject to such deductions or additions as shall be certified by the Engineer, payments to be made from time to time on progress certificates of the Engineer and the final payment to be made within forty days after the date of the Engineer's final certificate of the completion of the said work.

9. It is distinctly agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything contained in this contract, including the said specifications and the plans and drawings or the tender of the said Contractor for said work or from any petition or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations contained in these presents and in said specifications, plans and drawings are and shall be the only contracts, covenants and agreements and stipulations upon which any right of action against the Commission is to be founded, it being further expressly agreed that the said specifications and these presents are to be read together and in case of any discrepancy between these presents and anything contained in such specifications the provisions of these presents shall govern, and in case of any discrepancy appearing at any time between the specifications, plans and drawings or any of them the Contractor shall follow such one of them as the Engineer shall in writing direct.

IN WITNESS WHEREOF this agreement has been duly signed, sealed and executed by the said Contractor and duly executed by the said Commission under its corporate seal and the hands of its Chairman and Secretary.

SIGNED, SEALED AND DELIVERED,

In the presence of,
GEO. SUTHERLAND,

J. K. McCONNELL.
(Seal)

THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION.
(Seal)

J. L. ENGLEHART,
Chairman

A.J. McGEE.
Secretary-Treasurer.

KNOW ALL MEN BY THESE PRESENTS that we, J. K. McConnell, of the Village of Sturgeon Falls, in the District of Nipissing, Contractor; George Gordon, of the same place, Merchant, and William Armitage, of the same place, Merchant, are jointly and severally held and firmly bound unto the Temiskaming and Northern Ontario Railway Commission in the penal sum of one thousand two hundred dollars ($1,200) to be paid to the Temiskaming and Northern Ontario Railway Commission or to its successors or assigns, for which payment well and truly to be made we jointly and severally bind ourselves, our and each of our heirs, executors and administrators, firmly by these presents.

SIGNED AND SEALED with our seals and dated this 26th day of May, A.D. 1908.

The condition of this obligation is such that if the said J. K. McConnell, his heirs, executors, administrators or assigns do and shall well and faithfully do all the work and furnish all the materials and observe and perform all the matters and things required to be furnished, observed and performed by him or them under the contract hereto annexed between him and the Temiskaming and Northern Ontario Railway Commission for the construction of section and tool houses within the time, in the manner according to the true intent and meaning of the said contract, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

SIGNED, SEALED AND DELIVERED, in the presence of:
GEO. SUTHERLAND.

(Sgd.) GEO. GORDON. (Seal).
(Sgd.) WM. ARMITAGE. (Seal).
(Sgd.) J. K. MCCONNELL. (Seal).

Freight Shed at Haileybury.

Tenders were received for the above freight shed as follows:—

Name.	Residence.	Price.
Concrete Engineering and Construction Co.	Toronto	$4,850 00
Tender No. 56	(Not signed)	.....
O'Boyle Bros. Construction Co.	Sault Ste Marie	4,694 60
Sinclair & Smith	New Liskeard	5,435 00
Richardson & Whalen	Haileybury	5,850 00
Bishop & Williams	Haileybury	4,150 00
R. R. Woods	Latchford	4,300 00
H. C Dunbar	Haileybury	4,102 50

Contract was awarded H. C. Dunbar, Haileybury—his tender being lowest.

ARTICLES OF AGREEMENT made in duplicate this 27th day of May, in the year of our Lord one thousand nine hundred and eight.

BETWEEN H. C. DUNBAR, of the Town of Haileybury, in the Province of Ontario, hereinafter called the Contractor, and THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall, unless the context requires a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control of the work.

2. The Contractor will at his own expense provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner a freight shed at Htileybury on the line of Railway of the Commission in such location as the Engineer may direct with all necessary appliances for use by the Commission in connection with said railway in strict compliance with the specifications hereto annexed and with the plans and drawings relating thereto, to the complete satisfaction of the Engineer on or before the thirty-first day of August, A.D. 1908, time being agreed to be material and of the essence of this contract.

3. The Contractor shall forthwith commence work and shall proceed diligently therewith at the rate required by the Engineer and shall complete the work, including extras and alterations, and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the said date mentioned and set out in the last preceding paragraph or by such other date as on the written application of the Contractor for an extension of time the Engineer may in writing substitute, and in default shall pay to the Commission by way of liquidated damages the sum of ten dollars for each day which may elapse after the said date mentioned in the last preceding paragraph or the date expressly substituted therefor in manner afore-aid by the Engineer until the whole work shall be so completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same, and the Contractor shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractor shall not make any change in, or addition to, or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work unless slch change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contratcor and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractor or deducted from the Contractor in respect of any such increase or diminution shall be final and all the provisions of this contract shall apply to any

changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for, and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractor for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quality and quantity and his decision on all questions in dispute in regard to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractor be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractor to be paid therefor.

6. The Contractor shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission and if any such loss or damage occur before such final completion, delivery and acceptance the Contractor shall immediately at his own expense repair, restore and re-execute the work so damaged so that the whole works or the respective parts therof may be completed within the time hereby limited.

7. Neither the acceptance nor the payment for the said work by the Commission shall be considered as any waiver of the obligations of the Contractor with reference thereto.

8. The Commission in consideration of the premises, covenants with the Contractor that the Contractor from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractor's part intended to be fulfilled and performed, will be paid for and in respect of said freight shed so completed as aforesaid the sum of three thousand nine hundred and sixty-five dollars together with the following unit prices for different works required in connection with the foundations, namely, for excavation twenty-five cents per cubic yard and for concrete two dollars and twenty-five cents per cubic yard; all as certified by the Engineer, subject to such deductions or additions as shall be certified by the Engineer, payments to be made from time to time on progress certificates of the Engineer, and the final payment to be made within forty days after the date of the Engineer's final certificate of the completion of said work.

9. It is distinctly agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything contained in this contract including the said specifications and the plans and drawings or the tender of the said Contractor for said work or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations contained in these presents and in the said specifications, plans and drawings are and shall be the only contracts, covenants, agreements and stipulations upon which any right against the Commission is to be founded; it being further expressly agreed that the said specifications and these presents are to be read together and that in case of any discrepancy between these presents and anything contained in such specifications the provisions of these presents shall govern. In case of any discrepancy appear-

ing at any time between the specifications, plans, drawings or any of them the Contractor shall follow such one of them as the Engineer shall in writing direct.

IN WITNESS WHEREOF this agreement has been duly signed, sealed and executed by the said Contractor and duly executed by the said Commission under its corporate seal and the hands of its Chairman and Secretary.

SIGNED, SEALED AND DELIVERED, in the presence of: J. F. DOUGLAS as to the signature of H. C. DUNBAR.	H. C. DUNBAR. (Seal).
	THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION. (Seal).
	(Sgd.) J. L. ENGLEHART, *Chairman.*
	(Sgd.) A. J. MCGEE, *Secretary-Treasurer.*

Tenders for Ice House at Englehart.

Tenders for Ice House at Englehart were received as follows:—

Name.	Residence.	Price.
R. R. Woods	Latchford	$1,772 00
L. C. Wideman	Englehart	2,215 00
O'Boyle Bros. Construction Co	Sault Ste. Marie	1,960 60
Sinclair & Smith	New Liskeard	2,250 00
Charles Misner	Englehart	1,987 50

Contract was awarded R. R. Woods—his tender being lowest.

ARTICLES OF AGREEMENT made in duplicate this 30th day of May in the year of our Lord one thousand nine hundred and eight.

BETWEEN R. R. WOODS, of Latchford, hereinafter called the Contractor, and THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall, unless the context requires a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The Contractor will at his own expense provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner a frame ice house at Englehart on the line of the railway of the Commission in such location as the Engineer may direct with all necessary appliances for use by the Commission in connection with

said railway in strict compliance with the specifications hereto annexed and with the plans and drawings relating thereto to the complete satisfaction of the Engineer on or before the first day of October, 1908, time being agreed to be material and of the essence of this contract.

3. The Contractor shall forthwith commence work and shall proceed diligently therewith at the rate required by the Engineer and shall complete the work, including extras and alterations, and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the said date mentioned and set out in the last preceding paragraph or by such other date as on the written application of the Contractor for an extension of time the Engineer may in writing substitute and in default shall pay to the Commission by way of liquidated damages the sum of five dollars for each day which may elapse after the said date mentioned in the last preceding paragraph or the date expressly substituted therefor in manner aforesaid by the Engineer until the whole work shall be so completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same, and the Contractor shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer but the Contractor shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work unless such change, addition, omission, deviation or any extra work shall have been first directed in writing by the Engineer and notified to the Contractor and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractor or deducted from the Contractor in respect of any such increase or diminution shall be final and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for, and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractor for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quantity and quality and his decision on all questions in dispute in regard to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractor be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing which certificate shall be a condition precedent to the right of the Contractor to be paid therefor.

6. The Contractor shall be at the risk of, and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission, and if any such loss or damage occur before such final completion, delivery and acceptance the Contractor shall immediately at his

own expense repair, restore and re-execute the work so damaged so that the whole works or the respective parts thereof may be completed within the time hereby limited.

7. Neither the acceptance nor the payment for the said work by the Commission shall be considered as any waiver of the obligations of the Contractor with reference thereto.

8. The Commission in consideration of the premises, covenants with the Contractor that the Contractor from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractor's part intended to be fulfilled and performed will be paid for and in respect of said ice house so completed as aforesaid the sum of thirteen hundred and twenty-two dollars together with the following unit prices for the different works required in connection with platform; for pine thirty-six dollars per thousand feet board measureand for cedar sills twenty-six dollars per thousand feet board measure; all as certified by the Engineer subject to such deductions or adlitions as shall be certified by the Engineen; payments to be made from time to time on the progress certificates of the Engineer and the final payment to be made within forty days after the date of the Engineer's final certificate of the completion of said work.

9. It is distinctly agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything contained in this contract, including the said specifications and the plans and drawings or the tender of the said Contractor for said work or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations contained in these presents and in the said specifications, plans and drawings are and shall be the only contracts, covenants, agreements and stipulations upon which any right against the Commission is to be founded, it being further expressly agreed that the said specifications and these presents are to be read together and that in case of any discrepancy between these presents and anything contained in such specifications the provisions of these presents shall govern. In case of any discrepancy appearing at any time between the specifications, plans and drawings or any of them the Contractor shall follow such one of them as the Engineer shall in writing direct.

IN WITNESS WHEREOF this agreement has been duly signed, sealed and executed by the said Contractor and duly executed by the said Commission under its corporate seal and the hands of its Chairman and Secretary.

	R. R. Woods. (Seal).
SIGNED, SEALED AND DELIVERED,	The Temiskaming and Northern Ontario Railway Commission. (Seal).
in the presence of: Wm. A. Hawkins.	(Sgd.) J. L. Englehart, *Chairman.*
	(Sgd.) A. J. McGee, *Sec'y.-Treasurer.*

KNOW ALL MEN BY THESE PRESENTS that we, R. R. Woods, of the Town of Latchford, in the District of Nipissing, Contractor, J. D. Kingston, of the same place, Hotel Keeper, and I. B. Bradley, of the same place, Hardware Merchant, are jointly and severally held and firmly bound unto the Temiskaming and Northern Ontario Railway Commission in the penal sum of three hundred dollars to be paid to the Temiskaming and Northern Ontario Railway Commission or to its successors or assigns, for which payment well and truly to be made we jointly and severally bind ourselves our and each of our heirs, executors and administrators firmly by these presents.

SIGNED AND SEALED with our seals and dated this 30th day of May, A.D. 1908.

The condition of this obligation is such that if the said R. R. Woods, his heirs, executors, administrators ar assigns do and shall well and faithfully do all the work and furnish all the material and observe and perform all the matters and things required to be done, furnished, observed and performed by him under the contract hereto annexed for the construction of an ice house within the time in the manner and according to the true intent and meaning of the said contract, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

		(Seal)
SIGNED, SEALED AND DELIVERED,	J. D. Kingston.	
		(Seal)
In the presence of,	I. B. Bradley.	
E. A. Knapp.		(Seal)
	R. R. Woods.	

Tenders for Engine House, Cobalt, and Additions and Alterations to Cobalt Station.

Tenders for the above were received as follows:—

Engine House, Cobalt.

O'Boyle Bros. Construction Co.		$1,746 67
Excavation per cubic yard, ...	$1 00	
Concrete per cubic yard	14 00	
H. C. Dunbar, Haileybury		1,700 00
Excavation, per cubic yard (not rock)	56	
Concrete, per cubic yard	2 75	
R. R. Woods, Latchford		1,260 00
Excavation, per cubic yard	45	
Concrete, per cubic yard	8 00	

Alterations and Additions, Cobalt Station.

O'Boyle Bros. Construction Co.		$2,852 80
Excavation, per cubic yard	$1 00	
Concrete, per cubic yard	14 00	

H. C. Dunbar		$3,898 00
Excavation, per cubic yard	40	
Concrete, per cubic yard	2 75	
R. R. Woods		.....
Excavation, per cubic yard	40	
Concrete, per cubic yard	8 00	

Contract for both works awarded to Mr. R. R. Woods, Latchford, his tender being lowest in each case.

ARTICLES OF AGREEMENT made in duplicate this 16th day of July, in the year of our Lord one thousand nine hundred and eight.

BETWEEN R. R. Woods, of the Town of Latchford, hereinafter called the Contractor, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall, unless the context requires a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished, and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The Contractor will at his own expense provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner a frame engine house in the position indicated by the Engineer at Cobalt on the line of railway of the Commission and also alterations and additions to the station of the Commission at Cobalt with all necessary appliances for use by the Commission in connection with said railway in strict compliance with the specifications hereto annexed relating to such frame engine house and to such alterations and additions to station respectively and with the plans and drawings relating to both of said works to the complete satisfaction of the Engineer and will deliver the same complete to the Commission on or before the fifteenth day of September, A.D. 1908, time being agreed to be material and of the essence of this contract.

3. The Contractor will forthwith commence work and will proceed diligently therewith at the rate required by the Engineer and will complete the work including extras and alterations and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the said date mentioned and set out in the last preceding paragraph or by such other date or dates for the completion of the said respective works as on the written application of the Contractor for an extension of time the Engineer may in writing substitute and in default will pay to the Commission by way of liquidated damages the sum of five dollars for each day which may elapse after the said date mentioned in the last preceding paragraph or the date expressly substituted therefor in manner aforesaid by the Engineer until the whole of the work relating to said frame engine house shall be so completed and delivered and the further sum of five dollars for each day which may elapse after the said date mentioned in the last preceding paragraph or the date expressly substituted therefor in manner aforesaid by the Engineer until the whole of the work relating to said alterations and additions to station at Cobalt be so completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same and the contractor shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractor shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work unless such change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractor and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractor or deducted from the Contractor in respect of any such increase or diminution shall be final and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractor for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quantity and quality and his decision on all questions in dispute in regard to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractor be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing, which certificate shall be in a condition precedent to the right of the Contractor to be paid therefor.

6. The Contractor shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission and if any such loss or damage occur before such final completion, delivery and acceptance the Contractor shall immediately at his own expense repair, restore and re-execute the work so damaged so that the whole works or the respective parts thereof may be completed within the time hereby limited.

7. Neither the acceptance nor the payment for any of said work by the Commission shall be considered as any waiver of the obligations of the Contractor with reference thereto.

8. The Commission in consideration of the premises, covenants with the Contractor that the Contractor from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractor's part intended to be fulfilled and performed will be paid for and in respect of said frame engine house the sum of one thousand two hundred and sixty-three dollars, together with forty cents per cubic yard for excavation for cinder pit and eight dollars per cubic yard for concrete for cinder pit and for and in respect of the alterations and additions to the station at Cobalt the sum of one thousand eight hundred and ninety dollars, together with forty-five cents per cubic yard for excavations for foundations and eight

Round House. Turntable. Englehart.

dollars per cubic yard for concrete for foundations, all as certified by the Engineer subject to such deductions or additions as shall be certified by the Engineer, payments to be made from time to time on the progress certificates of the Engineer and the final payment to be made within forty days after the date of the Engineer's final certificate of the completion of the said work.

9. It is distinctly agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything contained in this contract including the said specifications and the plans and drawings or the tender of the said Contractor for said work or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations contained in these presents and in the said specifications, plans and drawings are and shall be the only contracts, covenants, agreements and stipulations upon which any right against the Commission is to be founded; it being further expressly agreed that the said specifications and these presents are to be read together and that in case of any discrepancy between these presents and anything contained in such specifications the provisions of these presents shall govern. In case of any discrepancy appearing at any time between the specifications, plans and drawings or any of them the Contractor shall follow such one of them as the Engineer shall in writing direct.

AS WITNESS the hand and seal of the said Contractor and the corporate seal of the said Commission under the hands of its Chairman and Secretary.

	(Sgd.) R. R. Woods. (Seal)
SIGNED, SEALED AND DELIVERED,	The Temiskaming and Northern Ontario Railway Commission. (Seal)
In the presence of, (Sgd.) H. E. Hawkins.	(Sgd.) J. L. Englehart, *Chairman.*
	(Sgd.) A. J. McGee, *Secretary-Treasurer.*

KNOW ALL MEN BY THESE PRESENTS that we, R. R. Woods, of the Town of Latchford, in the District of Nipissing, Contractor; I. B. Bradley, of the same place, Hardware Merchant, and T. C. Patterson, of the same place, General Merchant, are jointly and severally held and firmly bound unto the Temiskaming and Northern Ontario Railway Commission in the penal sum of four hundred and fifty dollars to be paid to the Temiskaming and Northern Ontario Railway Commission or to its successors or assigns, for which payment well and truly to be made we jointly and severally bind ourselves, our and each of our heirs, executors and administrators firmly by these presents.

SIGNED AND SEALED with our seals and dated this 16th day of July, A.D. 1908.

The condition of this obligation is such that if the said R. R. Woods, his heirs, executors, administrators or assigns do and shall well and faithfully do all the work and furnish all the materials and observe and perform

all the matters and things required to be done, furnished, observed and performed by him under the contract hereto annexed for the construction of a frame engine house and for alterations and additions to station within the time, in the manner and according to the true intent and meaning of the said contract, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

SIGNED, SEALED AND DELIVERED, In the presence of, (Sgd.) H. E. Hawkins.

(Sgd) R. R. Woods. (Seal)
" I. B. Bradley. (Seal)
" T. C. Patterson. (Seal)

Car Repairer's Shelter, North Bay.

Tenders for car repairers' shelter, North Bay, were received as follows:

L. C. Wideman	$1,406 00
R. R. Woods	1,259 00
J. K. McConnell	1,775 00

Contract was awarded R. R. Woods, Latchford, his price being lowest.

Pipe and Castings Store.

L. C. Wideman.	
Building	$1,031 00
Excavation, per cubic yard	60
Cedar posts, per lineal foot	10
J. K. McConnell.	
Building	$1,300 00
Excavation, per cubic yard	1 00
Cedar posts, per lineal foot	10
R. R. Woods.	
Building	$845 00
Excavation per cubic yard	45
Cedar posts, per lineal foot	09

Contract was awarded Mr. R. R. Woods, Latchford—his price being lowest.

ARTICLES OF AGREEMENT made in duplicate this 28th day of September in the year of our Lord one thousand nine hundred and eight.

BETWEEN R. R. Woods, of the Town of Latchford, hereinafter called the Contractor, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall, unless the context requires a different meaning, mean the whole of the work

and materials, matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The Contractor will at his own expense provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner one Pipe and Casting Shed and one Car Repairer Shelter at or adjoining North Bay Junction on the line of the railway of the Commission in such positions as shall be indicated by the Engineer, with all necessary appliances for use by the Commission in connection with said railway in strict compliance with the specifications hereto annexed relating to said Pipe and Casting Shed and said Car Repairer Shelter respectively, and with the plans and drawings relating thereto respectively, to the complete satisfaction of the Engineer and will deliver the same complete to the Commission on or before the first day of October, 1908, time being agreed to be material and of essence of this contract.

3. The Contractor shall forthwith commence work and shall proceed diligently therewith at the rate required by the Engineer and shall complete the work, including extras and alterations, and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the said date mentioned and set out in the last preceding paragraph or by such other date with reference to either of said buildings as on the writen application of the Contractor for an extension of time the Engineer may in writing substitute, and in default shall pay to the Commission by way of liquidated damages the sum of five dollars for each of said buildings for each day which may elapse after the said date mentioned in the last preceding paragraph or the date or dates which shall be expressly substituted therefor in manner aforesaid by the Engineer for the completion of said buildings respectively, until the whole work shall be so completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same and the Contractor shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractor shall not make any change in or addition to or ommission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation, or any work unless such change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractor and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractor or deducted from the Contractor in respect of any such increase or diminution shall be final and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and as to the same extent as to the work tendered for and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractor for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quantity or quality and his decision on all questions in dispute in regard to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractor be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractor to be paid therefor.

6. The Contractor shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission, and if any such loss or damage occur before such final completion, delivery and acceptance the Contractor shall immediately at his own expense repair, restore and re-execute the work so damaged so that the whole works or respective parts thereof may be completed within the time hereby limited.

7. The Contractor shall not at any time in connection with the said work or any matter arising out of or connected with this contract employ any person or persons in contravention of the Alien Labour Act or the Provisions of the Railway Act of Ontario respecting employment of alien labour and shall pay to all workmen, labourers and servants employed in or about the work such rates of wages as shall or may be currently payable to workmen, labourers or servants engaged in similar occupations in the District in which said work shall be performed and shall be responsible for the observance by all sub-contractors on their part of the provisions of this clause and in the event of the Commission (who shall be the sole, absolute and final judge of these matters) being satisfied at any time that the Contractor or any subcontractor has been guilty of any violation of any of the provisions of this clause the Commission shall have the right from time to time and as often as it shall be satisfied that any such violation has taken place to withhold all payments from the Contractor until any such violation of any of the provisions of this clause shall in the opinion of the Commission have ceased and until such amends as the Commission shall require shall have been made for all such violations, and on being notified by the Commission of any such violation, it shall be the duty of the Engineer to withhold all certificates from the Contractor until the Commission shall be satisfied that such violation has ceased and until amends shall have been made to the satisfaction of the Commission as aforesaid.

8. Neither the acceptance nor the payment for said buildings by the Commission shall be considered as any waiver of the obligations of the Contractor with reference thereto.

9. The Commission in consideration of the premises, covenants with the Contractor that the Contractor from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractor's part intended to be fulfilled and performed shall be paid for and in respect of said pipe and casting shed complete the sum of one thousand two hundred and fifty-nine dollars, and in respect of said car repairer shelter the sum of eight hundred and forty-five dollars, together with forty-five cents per cubic yard for excavation and nine cents per lineal foot for cedar posts; all as certified by the Engineer; payments to be made from time to time on pro-

gress certificates of the Engineer and the final payment to be made within forty days after the date of the Engineer's final certificate of the completion of the said work.

10. It is distinctly agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything contained in this contract including the said specifications and the plans and drawings or the tender of the said Contractor for said work or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations contained in these presents and in the said specifications, plans and drawings are and shall be the only covenants, agreements and stipulations upon which any right against the Commission is to be founded; it being further expressly agreed that the said specifications and these presents are to be read together and that in case of any discrepancy between these presents and anything contained in such specifications the provisions of these presents shall govern. In case of any discrepancy appearing at any time between the specifications, plans and drawings or any of them the Contractor shall follow such one of them as the Engineer shall in writing direct.

AS WITNESS the hand and seal of the said Contractor and the corporate seal of the said Commission under the hands of its Chairman and Secretary.

(Sgd.) R. R. Woods.

SIGNED, SEALED AND DELIVERED in the presence of:

The Temiskaming and Northern Ontario Railway Commission.

(Sgd.) H. Martin.

(Sgd.) S. Beaton.

(Sgd). J. L. Englehart, *Chairman.*

(Sgd.) A. J. McGee, *Sec'y-Treasurer.*

Tenders for Painting Buildings.

Tenders for the above were received as follows.—

Name.	Residence.	Price.
O'Boyle Bros. Const. Co.	Sault Ste. Marie	$1,715 00
Isaac & Williams	Latchford	1,598 00
T. A. Ovens	Toronto	2,150 00
A. S. Davidson	North Bay	1,750 00

Tender of Isaac & Williams, although lowest was not entertained, on account of Williams being an employee of Commission.

Contract was awarded to O'Boyle Bros. Construction Company, Sault Ste. Marie,—their tender being next lowest.

ARTICLES OF AGREEMENT made in triplicate this second day of June, in the year of our Lord one thousand nine hundred and eight.

BETWEEN O'Boyle Bros. Construction Company, Limited, hereinafter called the Contractor, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall, unless the context requires a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

The Contractor will at his own expense provide all and every kind of work, labour, materials, articles and things whatsoever for the due execution and completion and will well and duly execute and complete in a perfect and workmanlike manner the painting of stations, section houses and tanks of the Commission in strict compliance with the specifications hereto annexed to the complete satisfaction of the Engineer on or before the first day of September, one thousand nine hundred and eight, time being agreed to be material and of the essence of this contract.

3. The Contractor shall forthwith commence work and shall proceed diligently therewith at the rate required by the Engineer and shall complete the work, including extras and alterations, and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the date set out in the last preceding paragraph or by such other date as on the written application of the Contractor for an extension of time the Engineer may in writing substitute and on default shall pay to the Commission by way of liquidated damages the sum of Five dollars for each day which shall or may elapse after the date mentioned in the last preceding paragraph or the date expressly substituted therefor in manner aforesaid by the Engineer until the whole work shall be so completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during the execution of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increasing or diminish the work to be done or the cost of doing the same and the Contractor shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractor shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work unless such change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractor, and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractor or deducted from the Contractor in respect of any such increase or diminution shall be final and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for, and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be

Lumber Yard. Tomiko Mills.

claimable by the Contractor for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be sole judge of the work and material in respect of both quantity and quality and his decision on all matters in dispute in respect of work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractor be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractor to be paid therefor.

6. The Contractor shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission and if any such loss or damage occurs before such completion and delivery the Contractor shall immediately at his own expense restore and re-execute the work so damaged so that the whole works or the respective parts thereof will be completed within the time hereby limited.

7. Neither the acceptance nor the payment for any part of the said work shall be construed as any waiver of the obligation of the Contractor with reference thereto.

8. The Commission in consideration of the premises, covenants with the Contractor that the Contractor from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractor's part intended to be fulfilled and performed will be paid for and in respect of the said work so completed as aforesaid the sum of one thousand seven hundred and fifteen dollars, subject to such deductions or additions as shall be certified by the Engineer, payments to be made from time to time on progress certificates of the Engineer, and the final payment to be made within forty days after the date of the Engineer's final certificate of the completion of the said work.

9. It is distinctly agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything contained in this contract, including the said specifications, or the tender of the said Contractor for said work or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations are and shall be the only contracts, covenants, agreements and stipulations upon which any right of action against the Commission is to be founded, it being further expressly agreed that the said specifications and these presents are to be read together and in case of any discrepancy between these presents and anything contained in such specifications the provisions of these presents shall govern.

IN WITNESS WHEREOF the parties have caused these presents to be executed under the respective corporate seals and the hands of the proper officers in that behalf.

SIGNED, SEALED AND DELIVERED in the presence of: T. P. Burns.	O'Boyle Bros. Construction Co., Limited. Jno. O'Boyle. (Seal). The Temiskaming and Northern Ontario Railway Commission. (Seal) (Sgd.) J. L. Englehart, *Chairman.* (Sgd.) A. J. McGee, *Sec'y-Treasurer.*

KNOW ALL MEN BY THESE PRESENTS, that O'Boyle Bros. Construction Co., Limited, hereinafter called the Principal, and the United States Fidelity & Guaranty Company, a corporation created and existing under the laws of the State of Maryland, and whose principal office is located in Baltimore City, Maryland, duly registered under the laws of the Dominion of Canada and entitled to transact business therein, hereinafter called the Surety, are held and firmly bound unto the Temiskaming and Northern Ontario Railway Commission, hereinafter called the Obligee, in the full and just sum of one hundred and fifty dollars of lawful money of Canada, for the payment of which sum well and truly to be made the said Principal binds itself and the said Surety binds itself, its successors and assigns jointly and severally by these presents.

SIGNED, SEALED AND DELIVERED by the Principal at Sault Ste. Marie, Ontario, this 2nd day of June, in the year of our Lord 1908, and by the said Surety at Toronto, Canada, this second day of June, in the year of our Lord one thousand nine hundred and eight.

WHEREAS the said Principal has entered into a written contract hereunto annexed with the Obligee for the painting of stations, section houses and tanks.

NOW THEREFORE, the condition of the foregoing obligations is such that if the said Principal does and shall well and faithfully do all work and furnish all material and observe and perform all the matters and things required to be done, furnished and observed and performed by it under the said contract hereunto annexed within the time, in the manner and according to the true intent and meaning of the said contract then this obligation shall be void, otherwise the same shall remain full force and virtue, provided however that this bond is issued subject to the following conditions and provisions:—

1. That no liability shall attach to the Surety hereunder unless in the event of any default on the part of the Principal in the performance of any of the contracts, covenants or conditions of the said contract the Obligee shall promptly upon knowledge thereof by its Secretary and in any event not later than thirty days after such knowledge of default by its Secretary deliver to A. E. Kirkpatrick of Toronto, Canadian Agent of the said Surety, at his office in the City of Toronto, written notice thereof with a statement of the principal facts shewing such default and the date thereof, nor unless the said Obligee shall deliver written notice to the agent of the Surety at his office aforesaid and the consent of the Surety or its agent aforesaid thereto obtained before making the Principal the final payment provided for under the said contract.

2. That in case of such default on the part of the Principal the Surety shall have the right if it so desires to assume and complete or procure the completion of said contract and in case of such default the Surety shall be subrogated and entitled to all the rights of the Principal arising out of the said contract and otherwise, including all securities and indemnities, if any, theretofore received by the Obligee and all deferred payments, retained percentages and credits due to the Principal at the time when the Surety shall have assumed said contract or to become due thereafter by the terms and dates of the contract.

3. That in no event shall the Surety be liable for a greater sum than the penalty of this bond or subject to any suit, action or other proceeding thereon that is instituted later than the thirty-first day of December, A.D. 1909.

IN TESTIMONY WHEREOF the said Principal has caused these presents to be executed under its corporate seal and the hands of the proper officers in that behalf and the said Surety has caused these presents to be executed by its attorney in fact, sealed with its corporate seal, the day and the year first above written.

Witness:
T. P. Burns.

O'Boyle Bros. Construction Co., Limited.
(Seal).
Jno. O'Boyle.

United States Fidelity and Guaranty Co.

A. E. Kirkpatrick.
Manager and Attorney for Canada.

Tenders for Water Tanks.

Tenders for two water tanks were received as follows:—

Name.	Residence.	Price.
O'Boyle Bros. Const. Co.	Sault Ste. Marie	$2,947 91 each

Contract was awarded O'Boyle Bros. Construction Company, their tender being the only one received.

ARTICLES OF AGREEMENT made in triplicate this second day of June, in the year of our Lord one thousand nine hundred and eight.

BETWEEN O'Boyle Bros. Construction Company. Limited, hereinafter called the Contractor, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall unless the context requires a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The Contractor will at its own expense provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner two or more water tanks at such points on the right of way of the Commission as the Engineer may direct, with all necessary appliances for use by the Commission in connection with said railway in strict compliance with the specifications hereto annexed and with the plans and drawings relating thereto to the complete satisfaction of theEngineer within ten weeks after the steel shall be laid to the site of the most northerly tank, time being agreed to be material and of the essence of this contract.

3. The Contractor shall forthwith commence work and shall proceed diligently therewith at the rate required by the Engineer and shall complete the work, including extras and alterations and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the date mentioned in the last preceding paragraph or by such other date as on the written application of the Contractor for an extension of time the Engineer may in writing substitute and in default shall pay to the Commission by way of liquidated damages the sum of two dollars for each tank for each day which may elapse after the said date in the last preceding paragraph mentioned or the date expressly substituted therefor in manner aforesaid by the Engineer until the whole work shall be so completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same and the Contractor shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractor shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work unless such change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractor and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractor or deducted from the Contractor in respect of any such increase or diminution shall be final and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractor for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quantity and quality and his decision on all questions in dispute in regard to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractor be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided, and executed to the satisfaction of the Engineer as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractor to be paid therefor.

6. The Contractor shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission and if any such loss or damage occur before such final completion, delivery and acceptance the Contractor shall immediately at its own expense repair, restore and re-execute the work so damaged so that the whole works or the respective parts thereof may be completed within the time hereby limited.

Locomotive Foreman's Office and Stores Building. Englehart.

7. Neither the acceptance nor the payment for any of the said tanks by the Commission shall be considered as any waiver of the obligation of the Contractor with reference to the other or others.

8. The Commission in consideration of the premises, covenants with the Contractor that the Contractor from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractor's part intended to be fulfilled and performed will be paid for and in respect of each of the tanks so completed as aforesaid the sum of two thousand eight hundred and fifty-eight dollars and ninety-one cents, ($2,858.91) together with forty cents per lineal foot for piling driven (of which forty cents per lineal foot, fifteen cents per lineal foot shall be reckoned as the price of piling delivered); three dollars per cubic yard for rock excavation for foundations; one dollar per cubic yard for excavation for foundations other than rock excavation and twelve dollars per cubic yard for concrete foundations; all as certified by the Engineer subject to such deduction or additions as shall be certified by the Engineer; payments to be made from time to time on the progress certificates of the Engineer and the final payment to be made within forty days after the date of the Engineer's final certificate of the completion of the said work.

9. It is distinctly agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything contained in this contract including the said specifications and the plans and drawings or the tender of the said Contractor for said work or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations contained in these presents and in the said specifications, plans and drawings are and shall be the only contracts, covenants, agreements and stipulations upon which any right against the Commission is to be founded; it being further expressly agreed that the said specifications and these presents are to be read together and that in case of any discrepancy between these presents and anything contained in such specifications the provisions of these presents shall govern. In case of any discrepancy appearing at any time between the specifications, plans and drawings or any of them the Contractor shall follow such one of them as the Engineer shall in writing direct.

IN WHITNESS WHEREOF the parties have caused these presents to be executed under their respective corporate seals and the hands of the proper officers in that behalf.

SIGNED, SEALED AND DELIVERED in the presence of: T. P. Burns.

O'Boyle Bros. Construction Co., Limited. (Seal)

Jno. O'Boyle.

The Temiskaming and Northern Ontario Railway Commission. (Seal)

J. L. Englehart, *Chairman.*

A. J. McGee, *Secretary-Treasurer.*

KNOW ALL MEN BY THESE PRESENTS that we, O'Boyle Bros. Construction Company, Limited, hereinafter called the Principal, and the United States Fidelity and Guaranty Co., a corporation created and existing under the laws of the State of Maryland and whose principal office is located in Baltimore City, Maryland, duly registered under the laws of the Dominion of Canada and entitled to transact business therein, hereinafter called the Surety, are held and firmly bound unto the Temiskaming and Northern Ontario Railway Commission, hereinafter called the Obligee, in the full and just sum of seven hundred dollars of lawful money of Canada; for the payment of such sum well and truly to be made the said Principal and the said Surety bind themselves and their respective successors and assigns jointly and severally firmly by these presents.

SIGNED, SEALED AND DELIVERED by the Principal at Sault Ste. Marie, Ontario, this second day of June, A.D. 1908, and by the said Surety at Toronto, Canada, this second day of June, A.D. 1908.

WHEREAS the said Principal has entered into the written contract hereto annexed with the Obligee for the building of water tanks.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the said Principal, its successor or assigns do or shall well and faithfully do all the work and furnish all the materials and observe and perform all the matters and things required to be done, furnished, observed and performed by them under the said contract hereto annexed within the times, in the manner and according to the true intent and meaning of the said contract, then this obligation shall be void, otherwise the same shall remain in full force and virtue, PROVIDED, HOWEVER, that this bond is issued subject to the following conditions and provisions:—

1. That no liability shall attach to the Surety hereunder unless in the event of any default on the part of the Principal in the performance of any of the terms, covenants and conditions of the said contract the Obligee shall promptly upon knowledge thereof by its secretary and in any event not later than thirty days after such knowledge of default by its secretary deliver to A. E. Kirkpatrick, of Toronto, Canadian agent of the said Surety, at their office in the City of Toronto, written notice thereof with a statement of the principal facts shewing such default and the date thereof, nor unless the said Obligee shall deliver written notice to the agent of the Surety at their office aforesaid and the consent of the Surety or its agent aforesaid thereto obtained before making to the Principal the final payment provided for under the said contract.

2. That in case of such default on the part of the Principal the Surety shall have the right if it so desires to assume the complete, or procure the completion of said contract and in case of such default the Surety shall be subrogated and entitled to all the rights of the Principal arising out of the said contract and otherwise including all securities and indemnities, if any, theretofore received by the Obligee and all deferred payments, retained percentages and credits due to the Principal at the time when the Surety shall have assumed said contract or to become due thereafter by the terms and dates of said contract.

3. That in no event shall the Surety be liable for a greater sum than the penalty of this bond or subject to any suit, action or proceedings thereon which is instituted later.

IN TESTIMONY WHEREOF the Principal has executed these presents under its corporate seal and the hands of the proper officers in that behalf and the said Surety has caused these presents to be executed by its attorney in fact, sealed with its corporate seal the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of: T. P. BURNS.

O'BOYLE BROS. CONSTRUCTION CO., LIMITED. (Seal)

JNO. O'BOYLE.

UNITED STATES FIDELITY AND GUARANTY CO. (Seal)

A. E. KIRKPATRICK,
Manager and Attorney for Canada.

Tenders for Brick Office and Stores Building, Englehart.

Tenders were received for brick office and stores building at Englehart as follows:—

Name	Residence	Price with Concrete Floors
Concrete Eng. & Con. Company	Toronto	$8,089 00
Clarke and Monds	Toronto	8,170 78
Wideman & Co.	Englehart	9,995 00
O'Boyle Bros. Const. Co.	Sault Ste. Marie	7,870 99
Sinclair & Smith	New Liskeard	8,864 00

Contract was awarded O'Boyle Bros. Construction Company, Sault Ste. Marie, their tender being lowest.

ARTICLES OF AGREEMENT made in triplicate this second day of June, in the year of our Lord one thousand nine hundred and eight.

BETWEEN O'BOYLE BROS. CONSTRUCTION CO., LIMITED, hereinafter called the Contractor, and THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall, unless the context requires a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The Contractor will at his own expense provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner locomotive foreman's office and petty stores building at Englehart in location indicated by the Engineer with all necessary appliances for use by the Commission in connection with said railway

in strict compliance with the specifications hereto annexed and with the plans and drawings relating thereto, to the complete satisfaction of the Engineer on or before the 1st day of October, A.D. 1908, time being agreed to be material and of the essence of this contract.

3. The Contractor shall forthwith commence work and shall proceed diligently therewith at the rate required by the Engineer and shall complete the work, including extras and alterations and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the date mentioned in the last preceding paragraph or by such other date as on the written application of the Contractor for an extension of time the Engineer may in writing substitute, and in default shall pay to the Commission by way of liquidated damages the sum of Five ($5.00) dollars for each day which may elapse after the said date in the last preceding paragraph mentioned or the date expressly substituted therefor in manner aforesaid by the Engineer until the whole work shall be so completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same and the Contractor shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractor shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or extra work unless such change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractor and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractor or deducted from the Contractor in respect of any such increase or diminution shall be final and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for, and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractor for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quantity and quality and his decision on all questions in dispute in regard to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractor be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractor to be paid therefor.

6. The Contractor shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission and if any such loss or damage occur before such final completion, delivery and acceptance the Contractor shall immediately at his own expense

repair, restore and re-execute the work so damaged so that the whole works or the respective parts thereof may be completed within the time hereby limited.

7. Neither the acceptance of nor the payment for said work by the Commission shall be considered as any waiver of the obligations of the Contractor with reference to same.

8. The Commission in consideration of the premises, covenants with the Contractor that the Contractor from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractor's part intended to be fulfilled and performed will be paid for and in respect of said locomotive foreman's office and petty stores building so completed as aforesaid the sum of five thousand five hundred and ninety dollars and ninety-nine cents ($5,590.99) together with one dollar per cubic yard for excavation for foundations; ten dollars per cubic yard for concrete foundations and thirty-five cents per lineal foot for piling driven (of which thirty-five cents per lineal foot, fifteen cents per lineal foot shall be reckoned as the price of piling delivered); all as certified by the Engineer subject to such deductions or additions as shall be certified by the Engineer; payments to be made from time to time on the progress certificates of the Engineer and the final payment to be made within forty days after the date of the Engineer's final certificate of the completion of said work.

9. It is distlnctly agreed that no implied contract of any kind whatsoever by or on behalf of the Commission shall arise or be implied from anything contained in this contract including the said specifications and the plans and drawings or the tender of the said contractor for said work or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations contained in these presents and in the said specifications, plans and drawings are and shall be the only contracts, covenants, agreements and stipulations upon which any right against the Commission is to be founded; it being further expressly agreed that the said specifications and these presents are to be read together and that in case of any discrepancy between these presents and anything contained in such specifications the provisions of these presents shall govern. In case of any discrepancy appearing at any time between the specifications, plans and drawings or any of them, the Contractor shall follow such one of them as the Engineer shall in writing direct.

IN WITNESS WHEREOF the parties have caused these presents to be executed under their respective corporate seals and the hands of the proper officers in that behalf.

O'Boyle Bros. Construction Co., Limited.
(Seal)
Jno. O'Boyle.

T. P. Burns.

The Temiskaming and Northern Ontario Railway Commission.
(Seal)
J. L. Englehart,
Chairman.
A. J. McGee,
Secretary-Treasurer.

KNOW ALL MEN BY THESE PRESENTS, that we, O'Boyle Bros. Construction Company Limited, hereinafter called the Principal, and the United States Fidelity and Guaranty Co., a corporation created and existing under the laws of the State of Maryland and whose principal office is located in Baltimore City, Maryland, duly registered under the laws of the Dominion of Canada, and entitled to transact business therein, hereinafter called the Surety, ARE HELD AND FIRMLY BOUND unto the Temiskaming and Northern Ontario Railway Commission, hereinafter called the Obligee, in the full and just sum of five hundred dollars of lawful money of Canada, for the payment of which sum well and truly to be made the said Principal and the said Surety bind themselves and their respective successors and assigns jointly and severally firmly by these presents.

SIGNED, SEALED AND DELIVERED by the Principal at Sault Ste. Marie, Ontario, this second day of June, A.D. 1908, and by the said Surety at Toronto, Canada, this second day of June, A.D. 1908.

WHEREAS the said Principal has entered into the written contract hereto annexed with the Obligee for the building of locomotive foreman's office and petty stores building.

NOW, THEREFORE, the condition of the foregoing obligation is such that if the said Principal, its successors or assigns do or shall well and faithfully do all the work and furnish all the materials and observe and perform all the matters and things required to be done, furnished, observed and performed by them under the said contract hereto annexed within the times, in the manner and according to the true intent and meaning of the said contract, then this obligation shall be void, otherwise the same shall remain in full force and virtue, PROVIDED, HOWEVER, that this bond is issued subject to the following conditions and provisions:

1. That no liability shall attach to the Surety hereunder unless in the event of any default on the part of the Principal in the performance of any of the terms, covenants and conditions of the said contract the Obligee shall promptly upon knowledge thereof by its secretary and in any event not later than thirty days after such knowledge of default by its secretary deliver to A. E. Kirkpatrick, of Toronto, Canadian Agent of the said Surety, at its office in the City of Toronto, written notice thereof with a statement of the principal facts shewing such default and the date thereof, nor unless the said Obligee shall deliver written notice to the Agent of the Surety at its office aforesaid and the consent of the Surety or its Agent aforesaid thereto obtained before making to the Principal the final payment provided for under the said contract.

2. That in case of such default on the part of the Principal the Surety shall have the right if it so desires to assume and complete or procure the completion of said contract and in case of such default the Surety shall be subrogated and entitled to all the rights of the Principal arising out of the said contract and otherwise including all securities and indemnities, if any, theretofore received by the Obligee and all deferred payments, retained percentages and credits due to the Principal at the time when the Surety shall have assumed said contract or to become due thereafter by the terms and dates of said contract.

3. That in no event shall the Surety be liable for a greater sum than the penalty of this bond or subject to any suit, action or proceeding thereon which is instituted later than the 31st of December, A.D. 1909.

Temporary Trestle. Mile Post 222½.

IN TESTIMONY WHEREOF the Principal has executed these presents under its corporate seal and the hands of the proper officers in that behalf, and the said Surety has caused these presents to be executed by its attorney in fact, sealed with its corporate seal the day and year first above written.

T. P. Burns.

O'Boyle Bros. Construction Co., Limited.
(Seal)
Jno. O'Boyle.

The United States Fidelity and Guaranty Co.
(Seal)
A. E. Kirkpatrick,
Manager and Attorney for Canada.

Tenders for Construction of Overhead Bridge, Cobalt.

Tenders were received for the above, as follows:—

Sinclair & Smith, New Liskeard.	
Timber in trestle in place, including iron, per M. f.b.m.	$51 00
Cedar mud sills, per lineal foot	75
O'Boyle Bros. Construction Co., Sault Ste Marie.	
Timber in trestle in place, including iron per M. f.b.m.	46 00
Cedar mud sills, per lineal foot	18

Contract was awarded O'Boyle Bros. Construction Company, Sault Ste. Marie, their tender being lowest.

ARTICLES OF AGREEMENT made in duplicate this thirty-first day of August, in the year of our Lord one thousand nine hundred and eight.

BETWEEN O'Boyle Bros. Construction Company, Limited, hereinafter called the Contractor, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall, unless the context requires a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The Contractor will at his own expense provide all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner an overhead crossing and bridge over the right of way of the Commission at or adjoining the Town of Cobalt, in such position as the Engineer may direct in strict compliance with the specifications hereto annexed and with the plans and drawings relating thereto and to the complete satisfaction of the Engineer and will deliver the said overhead crossing and bridge complete to the Commission on or before the thirty-first day of October, one thousand nine hundred and eight, time being agreed to be material and of the essence of this contract.

3. The Contractor shall forthwith commence work and shall proceed diligently therewith at the rate required by the Engineer and shall complete the work including extras and alterations and notwithsanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the date set out in the last preceding paragraph or by such other date as on the written application of the Contractor for an extension of time the Engineer may in writing substitute, and in default shall pay to the Commission by way of liquidated damages the sum of five dollars for each day which shall or may elapse after the date mentioned in the last preceding paragraph or the date expressly substituted therefor in manner aforesaid by the Engineer until the whole work shall be so completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any change which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works, whether or not such changes increase or diminish the work to be done or the cost of doing the same, and the Contractor shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractor shall not make any change in or addition to or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work unless such change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractor and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowances to be made to the Contractor or deducted from the Contractor in respect of any such increase or diminution shall be final and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for, and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractor for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quality and quantity and his decision on all matters in dispute in respect to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractor be entitled to any payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed to the satisfaction of the Engineer as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractor to be paid therefor.

6. The Contractor shall be at the risk of and shall bear all loss or damage whatsoever which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission and if any such loss or damage occur before such completion, delivery and acceptance the Contractor shall immediately, at its own expense, repair, restore and re-execute the work so damaged so that the whole works or the respective parts thereof will be completed within the time hereby limited.

7. The Contractor shall not at any time in connection with the said work or any matter arising out of or connected with this contract employ any

person or persons in contravention of the Alien Labour Act or the provisions of the Railway Act of Ontario respecting the employment of alien labour, and shall pay to all workmen, labourers and servants employed in or about the work such rates of wages as shall or may be currently payable to workmen, labourers and servants engaged in similar occupations in the district in which said work shall be performed and shall be responsible for the observance by all sub-contractors on their part of the provisions of this clause, and in the event of the Commission, who shall be the sole, absolute and final judge of these matters, being satisfied at any time that the Contractor or any sub-contractor has been guilty of any violation of any of the provisions of this clause the Commission shall have the right from time to time and as often as it shall be satisfied that any such violation has taken place to withhold all payments from the Contractor until any such violation of any of the provisions of this clause shall in the opinion of the Commission have ceased and until such amends as the Commission shall require shall have been made for all such violations, and on being notified by the Commission of any such violation it shall be the duty of the Engineer to withhold all certificates from the Contractor until the Commission shall be satisfied that such violation has ceased and until amends shall have been made to the satisfaction of the Commission as aforesaid.

8. As security for the due performance, execution and completion of this contract by the contractor, the contractor shall upon the execution hereof deposit with the Commission the sum of three hundred dollars cash.

9. Neither the acceptance of nor the payment for the said overhead crossing and bridge by the Commission shall be construed as any waiver of the obligations of the contractor with reference thereto.

10. The Commission in consideration of the premises, covenants with the contractor that the contractor from time to time and in all respects having fulfilled and performed the provisions of this contract on the contractor's part, intended to be fulfilled and performed will be paid for and in respect of the said overhead crossing and bridge a sum equal to forty-six dollars per thousand feet board measure of timber in trestle in place, together with eighteen cents per lineal foot for cedar mud sills, all as certified by the Engineer, (which prices shall include iron as well as all and every kind of work, labour, materials, articles and things whatsoever for the due construction and completion of said work), subject to such deductions or additions as shall be certified by the Engineer; payments to be made from time to time on the progress certificates of the Engineer and the final payment to be made within forty days after the date of the Engineer's final certificate of the completion of the said work.

11. It is distinctly agreed that no implied contract of any kind, whatsoever, by or on behalf of the Commission, shall arise or be implied from anything contained in this contract, including the said specifications, plans and drawings or the tender of the said contractor for said work or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants, agreements and stipulations contained in these presents and in said specifications, plans and drawings are and shall be the only contracts, covenants, agreements and stipulation upon which any right of action against the Commission is to be founded: it being further expressly agreed that the said specifications and these presents are to be read together and in case of any discrepancy between these presents and anything contained in such specifications, the provisions of these presents

shall govern, and in case of any discrepancy appearing at any time between the specifications, plans and drawings or any of them, the contractor shall follow such one of them as the Engineer shall in writing direct.

IN WITNESS WHEREOF this agreement has been duly executed by the said parties under their respective corporate seals and the hands of their proper officers in that behalf.

Witness,
(Signed) T. P. Burns.

O'Boyle Bros. Construction Co., Limited,
(Seal)
(Signed) Jno. O'Boyle.

(Signed) Sadie Beaton.

The Temiskaming and Northern Ontario Railway Commission.
(Seal)
(Signed) J. L. Englehart, *Chairman.*
(Signed) A. J. McGee, *Secretary-Treasurer.*

Waiting Room at Thornloe.

Tenders were received for the above as follows:—

Name.	Residence.	Price.
L. C. Wideman & Co	Englehart	$ 903 00
O'Boyle Bros. Construction Company	Sault Ste. Marie	1,016 12
H. C. Dunbar	Haileybury	975 00

Contract was awarded to L. C. Wideman and Company, their tender being lowest.

ARTICLES OF AGREEMENT made in duplicate, this second day of July, in the year of our Lord one thousand nine hundred and eight.

BETWEEN L. C. Wideman and N. E. Wideman, of Englehart, hereinafter called the Contractors, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. In this contract the word "work" or "works" shall, unless the context requires a different meaning, mean the whole of the work and materials matters and things required to be done, furnished and performed under this contract. The word "Engineer" shall mean the Chief Engineer for the time being appointed by the Commission and having control over the work.

2. The contractors will at their own expense provide all and every kind of work, labour, materials, articles and things, whatsoever, for the due construction and completion and will well and duly build and complete in a perfect and workmanlike manner a waiting room at Thornloe, on the railway line of the Commission, with all necessary appliances for use by the Commission in connection with said railway in strict compliance with the

specifications hereto annexed and with the plans and drawings relating thereto to the complete satisfaction of the Engineer and will deliver the same to the Commission complete on or before the first day of July, 1908, time being agreed to be material and of the essence of this contract.

3. The Contractors shall forthwith commence work and shall proceed diligently therewith, at the rate required by the Engineer and shall complete the work, including extras and alterations and notwithstanding any delay or hindrance by the Commission to the satisfaction of the Engineer by the said date mentioned and set out in the last preceding paragraph or by such other date as on the written application of the Contractors for an extension of time the Engineer may in writing substitute, and in default shall pay to the Commission by way of liquidated damages the sum of five dollars for each day which may elapse after the said date mentioned in the last preceding paragraph or the date expressly substituted therefor, in manner aforesaid by the Engineer until the whole work shall be completed and delivered.

4. The Engineer shall be at liberty at any time either before the commencement or during the construction of the works or any portion thereof to order any extra work to be done and to make any changes which he may deem expedient in the dimensions, character, nature, location or position of the works or any part or parts thereof or in any other things connected with the works whether or not such changes increase or diminish the work to be done or the cost of doing the same, and the Contractors shall immediately comply with all requisitions of the Engineer in that behalf and shall commence and complete the work so ordered to be done within the time specified by the Engineer, but the Contractors shall not make any change in or addition or omission or deviation from the work and shall not be entitled to any payment for any change, addition, deviation or any extra work unless such change, addition, omission, deviation or extra work shall have been first directed in writing by the Engineer and notified to the Contractors, and the decision of the Engineer as to whether any such change or deviation increases or diminishes the work and as to the allowance to be made to the Contractors or deducted from the Contractors' in respect of any such increase or diminution shall be final and all the provisions of this contract shall apply to any changes, additions, deviations or extra work in like manner and to the same extent as to the work tendered for, and no changes, additions, deviations or extra work shall annul or invalidate this contract and no compensation shall be claimable by the Contractors for any loss of anticipated profits in respect of or in consequence of any change or deviation in or omission from the works.

5. The Engineer shall be the sole judge of the work and material in respect of both quantity and quality and his decision on all questions in dispute in regard to work and material shall be final and no works or extra or additional works or changes shall be deemed to have been executed nor shall the Contractors be entitled to payment for the same unless the same shall have been directed in writing as hereinbefore provided and executed, to the satisfaction of the Engineer as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractors to be paid therefor.

6. The Contractors shall be at the risk of and shall bear all loss or damage, whatsoever, which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the Commission, and if any such loss or damage occur before such final completion, delivery and acceptance, the Contractors shall immediately at their own expense, repair, restore and re-execute the work so damaged so that the whole works or the respective parts thereof may be completed within the time limited.

7. Neither the acceptance of nor the payment for said building by the Commission shall be considered as any waiver of the obligations of the Contractors with reference thereto.

8. The Commission in consideration of the premises, covenants with the Contractors that the Contractors from time to time and in all respects having fulfilled and performed the provisions of this contract on the Contractors' part intended to be fulfilled and performed will be paid for and in respect of said building so completed as aforesaid the sum of seven hundred and ninety-nine dollars ($799.00), together with the final unit prices for the different works in connection with the foundation, namely, 60 cents per cubic yard for excavation and $9.00 per cubic yard for concrete, all as certified by the Engineer, subject to such deductions or additions as shall be certified by the Engineer, payments to be made from time to time on the progress certificates of the Engineer and the final payment to be made within 40 days after the date of the Engineer's final certificate of the completion of said work.

9. It is distinctly agreed that no implied contract of any kind, whatsoever, by or on behalf of the Commission shall arise or be implied from anything contained in this contract, including the said specifications and the plans and drawings or the tender of the said contractors for said work or from any position or situation of the parties at any time, it being clearly agreed and understood that the express contracts, covenants, agreements and stipulations contained in these presents, and in the said specifications, plans and drawings are and shall be the only contracts, covenants, agreements and stipulations upon which any right against the Commission is to be founded, it being further expressly agreed that the said specifications and these presents are to be read together and that in case of any discrepancy between these presents and anything contained in such specifications, the provisions of these presents shall govern. In case of any discrepancy appearing at any time between the specifications, plans and drawings or any of them, the Contractors shall follow such one of them as the Engineer shall in writing direct.

IN WITNESS WHEREOF this agreement has been duly signed, sealed and executed by the said Contractors and duly executed by the said Commission under its corporate seal and the hands of its chairman and secretary.

SIGNED, SEALED AND DELIVERED in the presence of G. A. McCarthy.

L. C. Wideman. (Seal)

M. E. Wideman. (Seal)

The Temiskaming and Northern Ontario Railway Commission. (Seal)

J. L. Englehart, *Chairman.*

A. J. McGee, *Secretary-Treasurer.*

KNOW ALL MEN BY THESE PRESENTS, that we, L. C. Wideman and N. E. Wideman, both of the Town of Englehart, in the District of Nipissing, Contractors; John Clarke, of the same place, Merchant, and Joseph Anderson, of the same place, Bank Manager, are jointly and severally held

and firmly bound unto the Temiskaming and Northern Ontario Railway Commission in the penal sum of one hundred and fifty dollars ($150.00) to be paid to the Temiskaming and Northern Ontario Railway Commission or to its successors or assigns, for which payment well and truly to be made, we jointly and severally bind ourselves, our and each of our heirs, executors and administrators firmly by these presents.

Signed and sealed with our seals and dated this 29th day of June, A.D. 1908.

THE CONDITIONS OF THIS OBLIGATION are such that if the said L. C. Wideman and N. E. Wideman, their heirs, executors administrators or assigns, do and shall well and faithfully do all the work and furnish all the materials and observe and perform the matters and things required to be done, furnished, observed and performed by them under the contract hereto annexed between them and The Temiskaming and Northern Ontario Railway Commission for the construction of a waiting room at Thornloe, within the times, in the manner and according to the true intent and meaning of the said contract, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

SIGNED, SEALED AND DELIVERED in the presence of

J. W. Bilings, as to signatures of L. C. Wideman and John Clark.

G. A. McCarthy, as to signature of M. E. Wideman.

L. C. Wideman. (Seal)
M. E. Wideman. (Seal)
John Clark. (Seal)

Tenders for Coal.

Tenders were received as follows:—

Firm.	Address.	Quality.	Price.
1. Elias Rogers Co	Toronto	Westmoreland	$4.63
		Craigville	4.38
		Lower Freeport	4.26
2. Crescent Coal and Coke Co	Toronto	Westmoreland	4.63
		Pittsburg (Gilchrist)	4.55
		Pittsburg (Kaylor)	4.37
		Bessemer	4.31
3. Lindsay & McCluskey	North Bay	Youghigheny	4.59
		Freeport	4.33
4. Buffalo & Susquehanna Coal Co	Buffalo, N.Y.	Sagamore	4.28
5. Westmoreland Coal Co	Philadelphia	(Did not quote)	
6. Rochester & Pittsburg Coal Co	Buffalo, N.Y.	Reynoldsville	
		Adnay and Florence	4.43
		Iselin	4.28

Firm.	Address.	Quality.	Price.
7. Bixler Coal & Coke Company.....	Pittsburg	Pittsburg Mine at Avella (Apl. to Sep.).	$4.48
		(Sep. to Apl.).	4.53
8. Crown Coal Co.....	Toronto	Cornell Mine, Hite, Pa.	4.41
9. Jules G. Hoffman.....	Detroit.....	Pittsburg.....	4.38
10. Pittsburg Coal Co.....	Buffalo, N.Y...	Pittsburg	.....
		Youghigheny.....	4.63
11. Standard Fuel Co.....	Toronto	Westmoreland	4.61
		Eagle	4.23
12. Shawmut Coal & Coke Company...	Hamilton.....	Knoxdale.....	4.38
		Beaver.....	4.28
13. C. M. Underhill Co.....	Buffalo, N.Y...	(Did not quote)	
14. Youghigheny & Ohio Coal Company	Buffalo, N.Y...	Genuine thin vein Youghigheny	4.53
		Valley Camp Mine.....	4.23
15. W. H. McCordick.....	St. Catharines..	Widnoon Coal & Mining Co.	4.48
16. Widnoon Coal & Mining Co.....	Buffalo, N.Y...	" "	4.48

Contract was awarded Standard Fuel Company, Toronto—their tender being lowest.

MEMORANDUM OF AGREEMENT made this fifteenth day of April, in the year of our Lord 1908.

BETWEEN The Standard Fuel Company, Limited, hereinafter called the Contractor, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

1. Subject to the terms hereof, the Contractor agrees to sell to the Commission and the Commission agrees to buy from the Contractor, fifty thousand net tons (two thousand pounds) of run of mine coal of the Eagle Mine of the Allegheny Valley District at the price of two dollars and ten cents per net ton on board cars in bond on the Canadian side of the International Bridge. Delivery as required within fifteen months from the date hereof and subject to the provisions hereinafter stated.

2. The Contractor absolutely guarantees (*a*) that all coal to be delivered under this contract shall be suitable for the purposes of the railway of the Commission, and (*b*) shall on analysis in manner hereinafter provided prove to be equal at least to the following, which is agreed to be the standard analysis:

Moisture	1.90
Volatile matter	39.88
Carbon	52.58
Ash	5.64
	100.
Sulphur, not exceeding	1.65

3. Samples for purposes of analyses may be taken (so far as deemed necessary by the Commission), from each carload of coal on or at any time after the arrival thereof at North Bay and may be so taken at any point on the railway of the Commission and such sample shall consist of not less than twenty-five pounds of slack to be taken from carload by the superintendent, the master mechanic or the purchasing agent of the Commission at North Bay, and any sample so taken shall be conclusively presumed to be a fair sample for purposes of analysis of such carload and the certificate of Milton L. Hersey, Analyst and Chemist, of Montreal, as to whether any such sample answers the aforesaid guarantee (*b*) of the contractor, shall be absolutely final and binding and conclusive upon the parties as to whether the carload from which such sample has been taken answers such guarantee.

4. In case on analysis as aforesaid any carload of coal delivered under this contract shall be found below standard quality as shewn by the analyst's certificate as aforesaid the Commission shall be at liberty to reject such carload or the portion of it not used notwithstanding that delivery of same may theretofore have been taken; notwithstanding that the necessary entries for passing same through the customs may have been made and notwithstanding that same may have been unloaded or stored or wholly or partly paid for or otherwise dealt with and thereupon the same shall be at the risk of and shall be deemed for all purposes to be the property of the Contractor who shall forthwith remove and take delivery of the same and repay to the Commission all moneys which the Commission may have paid in respect thereof whether for freight, duties, cost of analysis, storage, unloading, or any other charges or expenses, and if the Commission shall theretofore have paid the price, or any part thereof, the Contractor shall forthwith repay the same. IT BEING HOWEVER EXPRESSLY AGREED that the aforesaid right of the Commission to reject any coal so delivered shall be in addition to all its other legal rights and remedies in the premises, and not in substitution for same or any of them.

5. Should coal at any time delivered under this contract whether analyzed as aforesaid or not and irrespective of the result of such analysis prove in the opinion of the Master Mechanic or Superintendent of the Commission unsuitable for the purposes of the railway of the Commission, the Commission may at its option by notice in writing to the Contractor cancel and annual this contract as to any coal not theretofore shipped without prejudice to the liability of the Contractor or any breach or breaches of this contract.

6. A trial shipment of ten cars shall be delivered by the Contractor hereunder as soon as practicable after the execution of this Contract and thereafter and beginning with the month of June 1908, there shall be shipped by the Contractor from the mines, properly consigned to the Commission at North Bay and with all freight and other charges prepaid to the Canadian side of the International Bridge, approximately one thousand tons per week subject to the increase or diminution from time to time of the weekly shipments as shall be required by written notice by letter or telegram from the

Purchasing Agent of the Commission at North Bay to the Contractor at Toronto, such notice to be duly sent from North Bay at least one week prior to the week to the shipments of which such notice shall apply. Coal to be sold at manifest weights which shall be binding and no claim shall be allowed for short weight excepting in case of unusual loss by reason of defective cars.

7. The Commission shall further have the rights at any time to cancel its purchase hereunder to the extent of not more than ten per cent of the quantity of coal covered by this Contract, in which case such ten per cent or less proportion as the case may be shall be taken from the last deliveries herein agreed upon.

8. If during the continuance of this contract the Commission is unable to make use of the said coal by reason of strike, destruction, or disability of its railway or any part thereof the Commission shall have the right during the continuance of such disability at its option to discontinue taking coal in the quantities herein specified.

9. At the time of each shipment the Contractor shall send to the purchasing agent of the Commission at North Bay five correct copies of invoice of the coal covered by such consignment charged at the price of two dollars and ten cents per ton as aforesaid, two of which copies shall be duly certified as required by the Canadian Customs Law.

10. Payment shall be made by the Commission to the Contractor in Toronto funds within sixty days after the receipt from time to time of coal delivered hereunder.

11. This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties respectively.

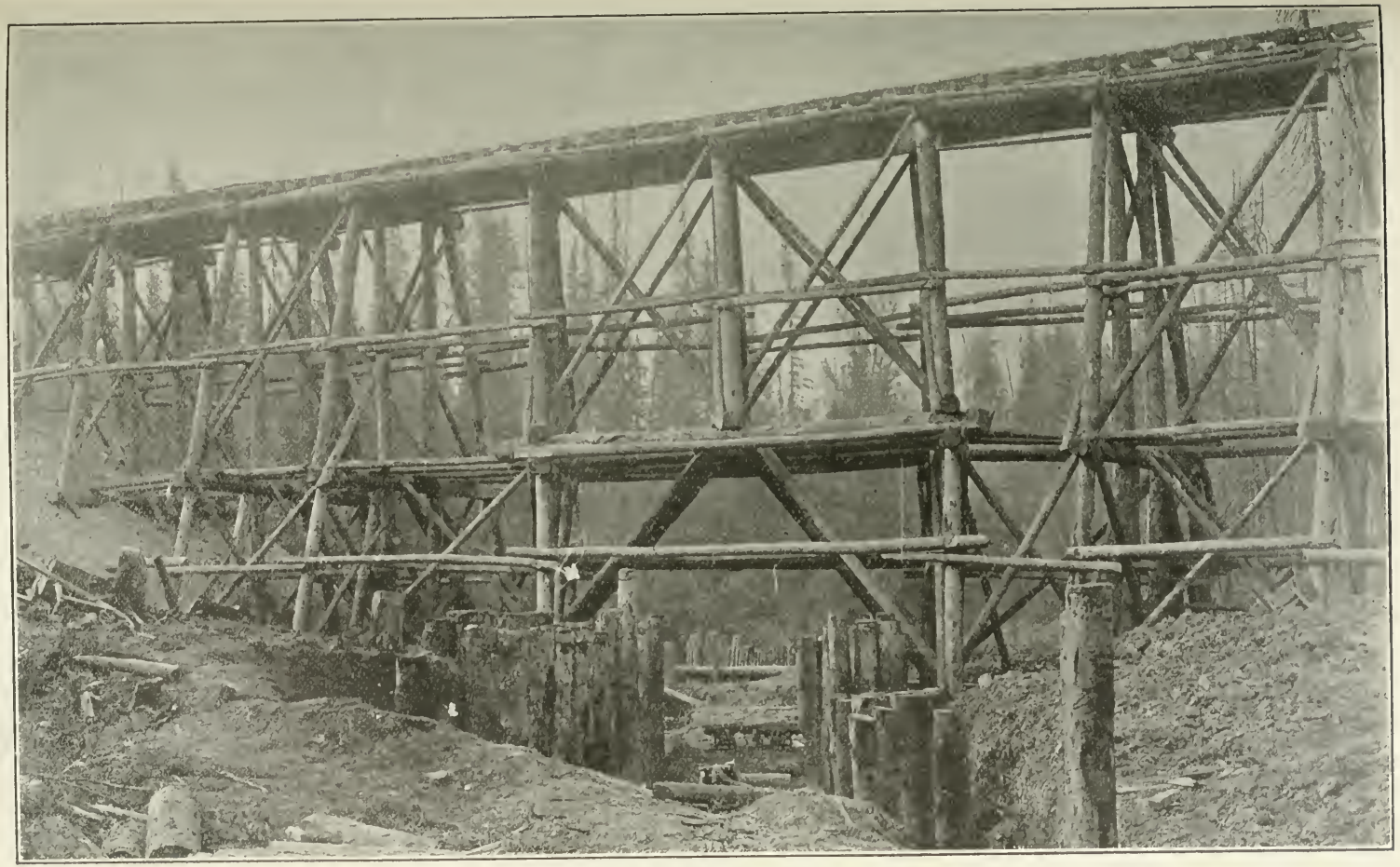
AS WITNESS the corporate seals of the said parties under the hands of the proper officers in that behalf.

C. L. Logan.

The Standard Fuel Co.,
of Toronto, (Limited).
(Seal)
(Sgd.) Noel Marshall,
President.
(Sgd.) Jas. A. Glover,
Secretary.

B. L. Thompson.

The Temiskaming and Northern
Ontario Railway Commission.
(Seal)
(Sgd.) J. L. Englehart.
Chairman.
(Sgd.) A. J. McGee,
Secretary-Treasurer.



Trestle and Piling. Mileage 212.

Contract for Rails.

MEMORANDUM OF AGREEMENT made this twenty-ninth day of September, in the year of our Lord one thousand nine hundred and eight.

BETWEEN The Algoma Steel Company, Limited, hereinafter called the Contractor, and The Temiskaming & Northern Ontario Railway Commission, hereinafter called the Commission.

WITNESSETH: 1. The Contractor agrees to furnish to the Commission free of all charges on cars on the tracks of the Commission at North Bay, Ontario, as hereinafter specified six hundred and fifty tons of eighty-pound steel rails in strict compliance with the specifications hereto attached for the price of thirty-four dollars per gross ton of two thousand two hundred and forty pounds, f.o.b. cars at North Bay.

2. Said rails shall be so delivered on or before the fifth day of October, 1908, the time being agreed to be strictly of the essence of the contract.

3. In the event of stoppage or partial stoppage of the works of the Contractor or shipments being delayed through strikes, accidents, breakage of machinery or other causes beyond the Contractor's control (of which the Commission shall be promptly notified) or in case any shipment or any part thereof shall be lost in transit the Contractor shall be entitled to such additional time in respect of the whole or any part of such delivery as the Chief Engineer of the Commission shall decide and certify in writing to be fair and reasonable, having reference to the character and duration of such stoppage, delay or loss, and such Engineer shall be the sole and final judge as to the additional time to be allowed and as to what part of such delivery same shall extend to and his decision in every such case shall be absolutely final and binding upon both parties. The last preceding clause of these presents shall be construed so far as relates to any portion of such delivery affected by such extension of time as if the time fixed by the Engineer were the time fixed in the said clause.

4. The Contractor shall give written notice to the Commisison by letter addressed to the Commission at its office in Toronto of the commencement of rolling at least fifteen days in advance of such commencement and due notice of the resuming of rolling from time to time after the same shall have ceased.

5. The written certificate of the inspector of the Commission provided for by said specifications certifying that the rails have been manufactured to his satisfaction in accordance with this contract and the said specifications shall be a condition precedent to the right of the Contractor to receive and be paid the price herein agreed to be paid for the same.

6. In case default shall be made by the Contractor in delivery of any of said rails in accordance with the terms of this contract and the continuance of such default for thirty days, the Commission may cancel this contract, but the Contractor shall nevertheless remain liable for all loss which may be suffered by the Commission by reason of the non-completion by the Contractor of this contract, provided, HOWEVER, that credit shall be given to the contract or notwithstanding such cancellation for the price of all rails which shall have been delivered by the Contractor in accordance with this contract and the said specifications.

7. The cost of inspection provided for by the specifications shall be borne by the Commission.

8. The Commission, in consideration of the premises, agrees to pay in Toronto funds for each shipment of said rails upon delivery thereof at North Bay as aforesaid on presentation of invoices and the certificate of the inspector of the Commission attached to each draft.

IN WITNESS WHEREOF the parties have caused these presents to be executed under their respective corporate seals and the hands of the proper officers in that behalf.

THE ALGOMA STEEL COMPANY, (LIMITED).
(Seal)
(Signed) M. WRIGHT. (Signed) CHAS. D. WARREN,
President.

THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION.
(Seal)
(Signed) J. L. ENGLEHART,
Chairman.
A. J. McGEE,
Secy.-Treas.

Contract for Castings.

THIS INDENTURE, made the thirtieth day of April, nineteen hundred and eight.

BETWEEN THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY, hereinafter called the party of the first part, and CANADIAN IRON AND FOUNDRY COMPANY, (LIMITED), hereinafter called the party of the second part.

WHEREAS the party of the second part agrees to supply the party of the first part with all ordinary gray iron castings that may be required by the party of the first part, also castings required by the Commission of the party of the first part for construction work, for the price of two dollars and and fifty cents ($2.50) per hundred pounds, f.o.b. North Bay Junction.

IN CONSIDERATION of the party of the second part supplying castings at the above price, the party of the second part is to receive No. 1 cast scrap and scrap malleable in quantity equal to the number of pounds of castings supplied, during the same time and to allow the party of the first part $19.00 per net ton, f.o.b. at the works of the party of the second part, St. Thomas or Hamilton. In case the party of the second part does not receive from the party of the first part an equal tonnage of cast scrap and can procure this on the market for $19.00 or less, the party of the second part are not to insist on this tonnage being equivalent to the castings supplied, or in the event of the party of the first part being unable to supply cast scrap equal to the tonnage of castings supplied and the party of the second part is unable to purchase this on the market for $19.00 or better, the party of the second part is to make invoice on the party of the first part covering such difference.

IN ACCEPTING THIS AGREEMENT for castings the party of the first part agrees to allow the party of the second part to make price on wheels delivered North Bay instead of St. Thomas, delivered price being the same as the present price of the party of the second party, plus the tariff freight rate from St. Thomas to North Bay.

SETTLEMENT to be made by the party of the first part to the party of the second part on or before the twenty-seventh day of each month for all castings shipped up to the end of the preceding month, and deduction to be made at the same time for all cast scrap as per agreement shipped to the party of the second part during the same period of time.

THIS AGREEMENT to commence on first day of June, nineteen hundred and eight, and to remain effective to the first day of June, nineteen hundred and nine.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals on the day and year first above written.

SIGNED AND SEALED
In the presence of

THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION.
(Seal)
(Signed) V. T. BARTRAM,
Purchasing Agent.
J. L. ENGLEHART,
Chairman.
A. J. MCGEE,
Secy.-Treas.

JOHN E. DOODY,
as to signatures of
EDGAR MCDOUGALL,
F. G. O'GRADY.

THE CANADIAN IRON AND FOUNDRY COMPANY, LIMITED.
(Seal)
(Signed) EDGAR MCDOUGALL
President.
F. G. O'GRADY,
Secy.-Treas.

Contract for Paints.

MEMORANDUM OF AGREEMENT made this thirty-first day of August, A.D. 1908.

BETWEEN THE CANADA PAINT CO., LIMITED, of Montreal, hereinafter called the Contractor, and THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION, hereinafter called the Commission.

WITNESSETH: 1. Subject to the terms hereof the Contractor agrees to sell and deliver to the Commission and the Commission agrees to purchase from the Contractor the following quantities of varnishes and other material at the prices named: 75 gallons outside coach body finishing varnish at $2.50 per gallon, 50 gallons coach rubbing varnish at $2.00 per gallon, 25 gallons coach pale gold size Japan at $1.35 per gallon, or at the option of the Commission in lieu partly or wholly of such last mentioned articles: Number 1 gold size Japan at $1.10 per gallon; 50 gallons pure orange shellac at $1.80 per gallon: 15 gallons pure white shellac at $2.00 per gallon: all the above goods to be delivered in five gallon cans: 350 gallons pure southern turpentine black Japan at 90 cents per gallon, or at the option of the Commission in lieu partly or wholly of such last mentioned article: Number 1 turpentine black Japan at 75 cents per gallon, deliverable in either case in barrels and 50 one-gallon cans of elephant varnish remover at $2.00 per gallon.

2. The goods shall be promptly delivered from time to time during twelve months from the date hereof as required by the Commission for the above prices, f.o.b. cars on tracks of the Commisison at North Bay, all packages free.

3. The Contractor guarantees all the above goods to be absolutely pure and of Canadian manufacture and to be equal in quality to any goods of any other manufacturer of the same class and to be satisfactory for the purposes required; and it is expressly agreed that if the Commission shall find any of said goods to be in the opinion of the Commission unsatisfactory for the purposes required the Commission shall be entitled to return said goods so found unsatisfactory and to repayment of the price if theretofore paid together with all freight and other expenses paid by or chargeable by the Commission in respect thereof and shall further have the right to cancel the remainder of the contract so far as it affects any particular line of material so found to be unsatisfactory.

IN TESTIMONY WHEREOF the parties have caused these presents to be executed under their respective corporate seals and the hands of the proper officers in that behalf.

(Seal)

(Signed) S. F. McKinnon,
President.

The Temiskaming and Northern Ontario Railway Commission.
(Seal)

(Signed) J. L. Englehart,
Chairman.

A. J. McGee,
Secy.-Treas.

Approved, V. T. Bartram.

Contract for Pipe Line.

MEMORANDUM OF AGREEMENT, made in triplicate this 15th day of September, A.D. 1908.

BETWEEN The Coniagas Mines, Limited, hereinafter called the Company, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WHEREAS the Company has requested the Commission to permit the Company to lay a pipe line under the tracks of the Commission across the Cobalt Station grounds, as shown on a plan, a blue print of which is herewith attached, to which the Commission has assented in the terms hereof.

NOW THESE PRESENTS WITNESS that it has been agreed between the parties as follows:—

1. The Commission in consideration of the yearly rental of five dollars, payable by the Company to the Commission yearly in advance, hereby consents to the Company laying said pipe line, as shown by said plan at the cost and expense of the Company, all work to be done to the satisfaction of the Chief Engineer of the Commission and to be carried on from time to time in the manner and at the times approved of by the said Engineer.

2. The said pipe line, after having been constructed and laid down, shall be maintained by and at the expense of the Company.

3. The Company shall imediately repair any damage or injury which may be done to the tracks, grounds, or other property of the Commission by reason of the work aforesaid and shall from time to time promptly repair at its own expense any injury which may at any time be done to said tracks or to any of the said property by reason of the construction or use of such pipe line, and in case of the failure of the Company at any time to restore and repair any such damage, same may be restored and repaired by the Commission and the Company will promptly pay to the Commission all costs and expenses thereof or connected therewith as same shall be certified by the Chief Engineer for the time being of the Commission, whose certificate in the premises shall be final and conclusive upon the parties.

4. The Commission shall have the right at any time on giving not less than four months' notice in writing to the Company, to cancel the consent hereby given, and upon the giving of such notice the rights of the Company in the premises shall expire upon the date fixed by such notice and the Company shall in that event, before the arrival of such date, remove said pipe line and restore the track and premises of the Commission to the same condition as same would have been had said pipe line not been constructed and laid down on said premises, and in case of failure of the Company so to remove said pipe line and to restore said premises as aforesaid and to make necessary repairs said pipe line may thereupon be taken up and removed and said premises restored as aforesaid and necessary repairs made by the Commission, and the Company will promptly pay the Commision all costs and expenses thereof or connected therewith as same shall be certified to by the Chief Engineer for the time being of the Commission, whose certificate in the premises shall be final and conclusive upon the parties.

5. In case said consent shall be cancelled under the provisions aforesaid before the expiration of any year in respect of which the aforesaid rental shall have been paid the Commisison shall forthwith repay to the Company the proportionate part of such rental.

6. The Company will indemnify and save harmless the Commission from all loss, costs, charges, damages and expenses, if any, arising or to arise by reason either of the construction or use of said pipe line.

IN WITNESS WHEREOF the parties have caused these presents to be executed under their respective corporate seals and the hands of the proper officers in that behalf the day and year first above written.

THE CONIAGAS MINES, (LIMITED),
(Seal)

(Signed) R. W. LEONARD,
President.

J. J. MACKAY,
Secretary.

THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION,
(Seal)

(Signed) J. L. ENGLEHART,
Chairman.

A. J. McGEE,
Secy.-Treas.

MEMORANDUM OF AGREEMENT, made this thirtieth day of June, A.D. 1908.

BETWEEN The Town of Englehart, hereinafter called the Town, and The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission.

WHEREAS the Town has requested the Commission to permit the Town to make a connection with the pipe line of the Commission, which pipe line extends from the Blanche River to the water tank of the Commission, and to erect a hydrant on the station grounds of the Commission, all as shewn on plan prepared by the Chief Engineer of the Commissioner and dated June 9th, 1908, blue print of which is hereto attached, to which the Commission has assented on the terms hereof.

NOW THESE PRESENTS WITNESS that it has been agreed between the parties as follows:—

1. The Commission hereby consents to the Town making connection with said pipe and constructing said hydrant as shown by said plan at the cost and expense of the Town; all work to be done to the satisfaction of the Chief Engineer of the Commission and to be carried on from time to time in the manner and at the times approved of by said Engineer.

2. Said connection after being made shall be maintained by and at the expense of the Town.

3. The Town will indemnify and save harmless the Commission from all loss, costs, charges, damages and expenses if any, arising or to arise by reason either of the construction or the use of said connection.

IN TESTIMONY WHEREOF the parties have caused these presents to be executed under their respective corporate seals and the hands of the proper officers in that behalf the day and year first above written.

(Sgd.) A. C. Lowrey,
Mayor.
(Sgd.) F. D. Ramsay,
Clerk.

The Temiskaming and Northern Ontario Railway Commission.
(Seal)
Sgd.) J. L. Englehart,
Chairman.
A. J. McGee,
Secretary-Treasurer.

(Sgd.) Sadie Beaton.

Agreement for Overhead Bridge.

MEMORANDUM OF AGREEMENT made and entered into this sixteenth day of June, A.D. 1908.

BETWEEN the Township of Coleman, hereinafter called the Township *of the First Part;* the Town of Cobalt, hereinafter called the Town *of the Second Part.* The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission, *of the Third Part.*

WHEREAS the Township and the Town desire to improve the facilities for public travel across the railway of the Commission north of Lake Cobalt.

AND WHEREAS it is desirable to have an overhead rather than a level crossing over the railway of the Commission.

AND WHEREAS it has been agreed to deviate the roadway at present in use and to construct an overhead bridge with necessary approaches in accordance with plans "A" and "B" signed for the purpose of identification by the secretary of the Commission and the clerks of said Township and Town respectively upon the execution of these presents, and the Township and the Town have requested the Commission to do the necessary work at the joint expense of the parties hereto as hereinafter provided.

NOW THEREFORE THESE PRESENTS WITNESS that it has been agreed between the parties as follows:—

1. The Commission will without unreasonable delay construct an overhead bridge with the necessary approaches to bring the grade level with the top of such overhead bridge, all in accordance with the said plans, the Township and the Town on their part respectively hereby guaranteeing the Commission the right to enter on the lands required for carrying out said work situate in the said two municipalities respectively.

2. On the completion of the said work the Town will forthwith pay to the Commission the cost of the proportion of the said work lying west of the right of way of the said Commission and within the boundaries of the Town, and the Township will similarly pay to the Commission the cost of the proportion of the said work lying within the boundaries of the Township as certified by the Chief Engineer for the time being of the Commission, whose certificates as to the said work being complete and as to the proportions of the cost whereof, payable by the parties respectively, shall be absolutely final, binding and conclusive upon all parties.

3. After the construction of the said work, said bridge and all approaches thereto shall be maintained by the Township provided that the expense of maintenance as certified by the Engineer, roadmaster or other officer of the Township having charge of such work, shall be borne by the three parties hereto in the proportion in which they shall be liable for the original construction of said bridge and approaches as found by the Chief Engineer of the Commission, and the said Town and the Commission respectively shall from time to time pay to the Township their respective proportions of the expenses of such maintenance forthwith on being advised thereof by the certificate of such Township Engineer, roadmaster or other officer as aforesaid.

4. The Commission will indemnify and save harmless the other parties hereto of and from all loss, costs, charges, damages and expenses if any, arising or to arise by reason of the failure of the Commission to duly construct said bridge and approaches as aforesaid, and the said Township will

indemnify and save harmless the other parties hereto of and from all loss costs, charges, damages and expenses, if any, arising or to arise by reason of the failure of the Township to duly maintain the said bridge and approaches in a good and sufficient state of repair from time to time as aforesaid.

IN TESTIMONY WHEREOF the said parties have caused these presents to be executed under their respective corporate seals under the hands of the proper officers in that behalf the day and year first above written.

(Sgd.) A. FERLAND, (Seal)
Reeve.
(Sgd.) H. H. LANG, (Seal)
Mayor.
(Sgd.) H. G. SEWELL,
Clerk.

P. J. HART,
Clerk.
Witness,
M. T. HART.

THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION
(Seal)
(Sgd.) J. L. ENGLEHART,
Chairman.
(Sgd.) A. J. McGEE,
Secretary-Treasurer.

Agreement for Undercrossing.

MEMORANDUM OF AGREEMENT made this 31st day of January A.D. 1908.

BETWEEN the MUNICIPALITY OF THE TOWNSHIP OF WIDDEFIELD in the District of Nipissing, hereinafter called the Township, THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION, hereinafter called the Commission.

WHEREAS the road through said Township known as the Old Trout Lake Road was blocked by the construction of the railway of the Commission across the same at different grades from said road.

And whereas a satisfactory alternative roadway for use of carriages was opened when said railway was constructed, but the Township has requested the Commission to establish an undercrossing at the intersection of the said railway with said Old Trout Lake Road for the use of foot passengers.

NOW THESE PRESENTS WITNESS that it has been agreed between the parties hereto as follows:—

1. The Commission shall establish, construct and complete on or before the first day of June, 1908, a good and substantial undercrossing under the railway of the Commission at the intersection thereof with the Old Trout Lake Road eight feet in height and six feet wide to be constructed and completed at the expense of the Commission within the time aforesaid in accordance with plan, blue print of which is hereto annexed, and the Commission further agrees at all times hereafter to duly maintain the said undercrossing.

2. The said undercrossing when so constructed and completed shall be and is hereby accepted by the Township in full satisfaction and in lieu

f any level or other crossing which the said Township now is or may at ny time hereafter be in a position to require or compel the Commission to stablish, construct or maintain where the railway of the Commission rosses the said Old Trout Lake Road on in the vicinity thereof or otherwise n respect of the blocking of said road aforesaid.

IN TESTIMONY WHEREOF the parties hereto have caused these pre-ents to be duly executed under their respective corporate seals and the hands f the proper officers in that behalf.

D. McBeth, (Seal)
Reeve.
John A. Carmichael,
Clerk.

adie Beaton.

The Temiskaming and Northern Ontario Railway Commission.
(Seal)
(Sgd.) J. L. Englehart,
Chairman.
(Sgd.) A. J. McGee,
Secretary-Treasurer.

Agreement for Right of Way.

THIS AGREEMENT made the thirtieth day of March, A.D. 1908.

BETWEEN The Nipissing Mining Company, Limited, hereinafter alled the Company, and The Temiskaming and Northern Ontario Railway ommission, hereinafter called the Commission.

WHEREAS by agreement between the parties bearing even date here-ith the Company has granted to the Commission a certain right of way and ermission to construct, maintain and operate a line of railway track with elegraph and telephone service.

AND WHEREAS said right of way and permission was granted in con-deration of the agreement between the parties hereinafter received.

NOW THESE PRESENTS WITNESS:

1. Concurrently with the construction of said branch line of railway or s soon as conveniently may be thereafter the Commission will construct a witch or siding from said branch over the lands of the Company as shewn n the sketch hereto attached, the Company granting to the Commission for hat purpose a right of way and permission to construct and operate such ding, subject to the mining rights of the Company on the same terms and ubject to the same conditions as are provided in said agreement bearing ven date herewith with reference to said branch line; and the Company hall pay to the Commission in cash on the completion of such switch or ding the cost thereof in excess of six hundred dollars, if any. The cer-ficate of the Chief Engineer of the Commission for the time being certify-ng to such cost shall be final and conclusive between the parties. Notwith-tanding payment by the Company of portion of the cost of such switch r siding the same shall continue to be the absolute property of the Commis-ion.

2. The Commission agrees to lay and maintain the branch line of railway contemplated by said agreement bearing even date herewith and the said switch or siding accordingly and from time to time to carry and transport such ore or other merchandise in carloads as may be delivered to it by the Company or delivered to it for transportation to the Company, subject to the terms of the usual form of contract for transportation of ore or other merchandise from time to time used by the Commission and at the rate charged from and to Cobalt station and the Company shall pay to the Commission the sum of three dollars per car for shunting charges for all carloads of ore or other merchandise taken out or taken in for the Company by the Commission.

3. The location of said branch line of railway through said lands or of said switch or siding may from time to time be altered with the approval of the Company and of the Chief Engineer for the time being of the Commission provided that if the alteration is made at the request of the Company the Company shall pay to the Commission in cash the cost of such alteration and of the removal of said line of railway and telegraph and telephone appliances as certified by the Chief Engineer for the time being of the Commission, whose certificate in that behalf shall be final and binding upon the parties and the terms of these presents shall thereafter be applicable to such altered line or lines in the same manner as to the original line or lines and the parties shall forthwith upon any such alteration execute such instruments for registration as may be necessary to secure registration of right of way and permission in respect of such altered line or lines.

4. These presents and all things herein contained shall respectively enure to the benefit of and be binding upon the successors and assigns of the parties respectively.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals.

SIGNED, SEALED AND DELIVERED

In the presence of
H. F. Macdonald.

The Nipissing Mining Company (Limited).
(Seal)
(Sgd.) J. B. Thompson,
Vice-President.
(Sgd.) D. Fasken,
Secretary-Treasurer.

The Temiskaming and Northern Ontario Railway Commission.
(Seal)
(Sgd.) J. L. Englehart,
Chairman.
(Sgd.) A. J. McGee,
Secretary-Treasurer.

Agreements for Leased Wire.

THIS AGREEMENT made the thirty-first day of March, in the year of our Lord one thousand nine hundred and eight.

BETWEEN The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Commission, and Charles Head, James S. McCobb, William G. Boreland, James Sullivan, Dexter Blagden, Oliver

HART and CHARLES C. WEST, brokers, carrying on business in co-partnership under the firm name of CHARLES HEAD & COMPANY, hereinafter called the Lessees.

WITNESSETH that in consideration of the rents, covenants and agreements herein contained the Lessee of private wire covered by agreement between the parties hereto bearing date the first day of April, 1907, as amended by two supplementary agreements annexed thereto dated respectively the 18th day of August, 1907, and the 30th day of December, 1907, is hereby renewed for a term of three months from the first day of April, 1908, upon and subject to the terms and conditions contained in said agreement of the first day of April, 1907, as amended by said two annexed agreements, and thereafter from time to time until this agreement shall be determined by written notice of one party hereto to the other of such termination which written notice must be given not less than three months prior to such date of termination; the Lessees agreeing to pay rental at the rate or two thousand two hundred and sixty dollars per annum, payable quarterly in advance, the first instalment of rent, five hundred and sixty-five dollars, being now paid by the Lessees to the Commission, receipt whereof is hereby acknowledged.

In case of the determination of this agreement by notice as aforesaid any rent which may theretofore have been paid in respect of any time after the date of such determination shall on such determination be refunded.

AS WITNESS the corporate seals of the said Commission and the hand and seal of the Lessees the day and year first above written.

THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION.
(Seal)
(Sgd.) J. L. ENGLEHART, *Chairman.*
(Sgd.) A. J. MCGEE, *Secretary-Treasurer.*

WITNESS:
B. L. THOMPSON.
H. R. BOUGARD.

CHAS. HEAD & CO.
(Seal)
(Sgd.) OLIVER HART.

THIS AGREEMENT made the sixth day of October, in the year of our Lord one thousand nine hundred and eight.

BETWEEN THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION, hereinafter called the Commission, and JOHN MARVIN WALLACE and JOHN TAYLOR EASTWOOD, of the City of Toronto, brokers, carrying on business in co-partnership under the firm name of Wallace & Eastwood, hereinafter called the Lessees.

WITNESSETH that for and in consideration of the covenants and agreements herein contained the parties hereto agree as follows:—

1. The Commission agrees to furnish from and after the twelfth day of October, 1908, for a period of one year from said date during every week

day from nine o'clock a.m. to five o'clock p.m. during the term of this agreement, for the use of the Lessees, a telegraph wire between offices of the Commission at New Liskeard, Haileybury and Cobalt and the telegraph office of the Canadian Pacific Railway at North Bay, and also to furnish instruments and local batteries and material to maintain such batteries at the Commission's New Liskeard, Haileybury and Cobalt offices and the necessary main battery at the Cobalt office for the operation of said wire. Said wire shall be connected at North Bay with wire leased by the Canadian Pacific Railway Company to the Lessees. The Commission agrees to keep said wire in good working order and repair, it being understood and agreed that in the event of the interruption of said wire the Lessees shall immediately notify the Commission of such interruption and the Commission shall repair such wire without unnecessary delay; IT BEING FURTHER UNDERSTOOD AND AGREED that the Commission shall not be held responsible for any defects or delays in the working of such wire except when a continued interruption for one day or more occurs, in which event a *pro rata* abatement of the rental of said wire shall be made for each day of continued interruption, computation being made on a basis of thirty days to the month.

2. IT IS UNDERSTOOD AND AGREED that the Commission retains the right to use said wire except and otherwise during the hours in which the same is set apart for the use of the Lessees as herein specified.

3. The Lessees for the use of said wire for said period of one year as hereinbefore specified agree upon the execution of these presents to pay to the Commission the sum of two thousand two hundred and sixty dollars and agree to provide at their own expense the necessary operators, who shall be satisfactory to the Commission.

4. IT IS UNDERSTOOD AND AGREED that the said wire herein provided for to be set apart for the benefit of the Lessees as aforesaid shall be used by the Lessees and their employees only in the transmission of messages concerning the business and affairs of the said Lessees and that the same shall not be used in any manner for the transmission of messages for the public or for any person or persons other than the Lessees. IT IS ALSO UNDERSTOOD AND AGREED that no other office or place shall be connected with the said wire either directly or indirectly except the Canadian Pacific Railway at North Bay as aforesaid without the consent in writing of the Commission. IT IS FURTHER UNDERSTOOD AND AGREED that in the event of any violation of this agreement by the Lessees or any of their employees the Commission may terminate this agreement and the said Lessees shall pay to the Commission any damage that may accrue from such violation of this agreement.

5. IT IS UNDERSTOOD AND AGREED that said wire, instruments and batteries shall at all times be and remain the property of the Commission and shall be accessible to its employes and that nothing herein contained shall have, or be construed as having, the effect of vesting in the Lessees any right, title or interest to or in the same except in the manner and during the term and upon the conditions herein provided; and further that the Commission shall in no wise be responsible for errors or delays or other defaults or mishaps in messages which may be transmitted by the operators of the Lessees over the wire provided for herein.

6. Wherever the word "wire" is used in this agreement it means telegraph circuit.

IN WITNESS WHEREOF the said Commission has caused these presents to be executed under its corporate seal and the hands of the proper officers in that behalf; and the said Lessees have set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED In the presence of SADIE BEATON. J. ROY. J. ROY.	THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION. (Seal) (Sgd.) J. L. ENGLEHART, *Chairman.* (Sgd) A. J. McGEE, *Secretary-Treasurer.* (Sgd.) JOHN MARVIN WALLACE. (Seal) (Sgd.) JOHN TAYLOR EASTWOOD. (Seal)

THIS AGREEMENT made the twenty-fifth day of November, in the year of our Lord one thousand nine hundred and eight.

BETWEEN THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION, hereinafter called the Commission, and MESSRS. REDPATH AND COMPANY, MONTREAL, hereinafter called the Lessees.

WITNESSETH: That for and in consideration of the covenants and agreements herein contained the parties hereto agree as follows:—

1. The Commission agrees to furnish from and after the fifth day of November for a period of one year from said date during every week day from nine o'clock a.m. to six o'clock p.m. during the term of this agreement, for the use of the Lessees, a telegraph wire between the offices of the Commission at Cobalt, Ont., and the telegraph office of the Canadian Pacific Railway Company at North Bay, and also to furnish instruments and local batteries and material to maintain such batteries at the Commission's Cobalt, Ont., offices and the necessary main battery at the North Bay, Ont., office for the operation of the said wire. Said wire shall be connected at North Bay with wire leased by the Canadian Pacific Railway to the Lessees. The Commission agrees to keep said wire in good working order and repair, it being understood and agreed that in the event of the interruption of said wire the Lessees immediately notify the Commission of such interruption and the Commission shall repair such wire without unnecessary delay. IT BEING FURTHER UNDERSTOOD AND AGREED that the Commission shall not be held responsible for any defects or delays in the working of such wire except when a continued interruption for one day or more occurs, in which event a *pro rata* abatement of the rental of said wire shall be made for each day of continued interruption, computation being made on a basis of thirty days to the month.

2. IT IS UNDERSTOOD AND AGREED that the Commission retains the right to use said wire except and otherwise than during the hours in which the same is set apart for the use of the Lessees as herein specified.

3. The Lessees for the use of said wire for said period of one year as hereinbefore specified agree upon the execution of these presents to pay to the Commission the sum of two thousand and sixty ($2,060) dollars and agree to provide at their own expense the necessary operators, who shall be satisfactory to the Commission.

4. IT IS UNDERSTOOD AND AGREED that the said wire herein provided for to be set apart for the benefit of the Lessees as aforesaid shall be used by the Lessees and their employees only in the transmission of messages concerning the business and affairs of the said Lessees and that the same shall not be used in any manner for the transmission of messages for the public or for any peron or persons other than the Lessees. It is also understood and agreed that no other office or place shall be connected with said wire either directly or indirectly except the Canadian Pacific Railway at North Bay as aforesaid without the consent in writing of the Commission. It is further understood and agreed that in the event of any violation of this agreement by the Lessees or any of their employees the Commission may terminate this agreement and the said Lessees shall pay to the Commission any damage that may accrue from such violation of this agreement.

5. IT IS UNDERSTOOD AND AGREED that said wire, instrument and batteries shall at all times be and remain the property of the Commission and shall be accessible to its employees and that nothing herein contained shall have or be construed as having the effect of vesting in the Lessees any right, title or interest to or in the same except in the manner and during the term and upon the conditions herein provided; and further that the Commission shall in no wise be responsible for errors or delays or other default or mishaps in messages which may be transmitted by the operators of the Lessees over the wire provided for herein.

6. Wherever the word "wire" is used in this agreement it means telegraph circuit.

IN WITNESS WHEREOF the said Commission has caused these presents to be executed under its corporate seal and the hands of the proper officers in that behalf, and the said Lessees have set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED, in the presence of: THOS. H. BETTS.

(Sgd.) REDPATH & CO.

(Sgd.) B. L. THOMPSON.

THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION.

(Seal)

(Sgd.) J. L. ENGLEHART, *Chairman.*

(Sgd.) A. J. MCGEE, *Sec'y.-Treasurer.*

Tenders for Mining Leases of Cobalt Station Grounds—The West Portion of Lot No. 44 in the Townsite of Cobalt, and Lots 338, 388 and 389.

Tenders for the above were received as follows:—

Messrs. A. Rosenthal and J. P. Dickson, Ottawa.

Parcel No. 1—Station grounds	$25,100 00
Parcel No. 3—Lot 338	500 00
Provided tender for Parcel No. 1 is accepted.	
Parcel No. 4—Lots 388 and 389	5,100 00
Provided tender for Parcel No. 1 is accepted.	

Messrs. W. L. Hayden & R. Mancha, Detroit, Mich.

Parcel No. 1—Station grounds	$20,020 00
Parcel No. 2—Part Lot No. 44—Cobalt	4,925 00
Parcel No. 3—Lot No. 338, Cobalt	550 00
Parcel No. 4—Lots 388 and 389, Cobalt	1,250 00

Geo. Goodwin, Ottawa.

Parcel No. 1—Station grounds	$5,000 00

E. Pitt, Montreal.

Parcels 1, 2, 3 and 4	$15,353 00

L. Stern, Cobalt.

Parcel No. 1—Station grounds	$1,000 00
Parcel No. 2—Part of Lot No. 44	100 00
Parcel No. 3—Lots 338, 388 and 389	150 00

Tender of Messrs. A. Rosenthal and J. P. Dickson, Ottawa, was accepted for the Station Grounds and lots No. 388 and 389, and tender of Messrs. Hayden & Mancha, of Detroit, was accepted for Lot No. 338 and the westerly portion of Lot No. 44. The highest tenders being accepted in each case.

THIS INDENTURE made the 20th day of October, in the year of our Lord one thousand nine hundred and eight.

BETWEEN The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Lessor, and Adolph Rosenthal, Jeweller, and Proctor Dickson, Broker, both of the City of Ottawa, hereinafter called the Lessees.

Witnesseth: That in consideration of the cash bonus of thirty thousand two hundred dollars (the receipt whereof is hereby acknowledged) and of the rents, covenants and conditions hereinafter respectively reserved and contained by the lessees to be paid, observed and performed, the lessor hath demised and leased and by these presents doth demise and lease unto the lessees for the purposes and upon and subject to the terms, conditions and stipulations herein contained the veins, seams, beds and deposits of metals and mineral ores following, namely:—"Firstly" the veins, seams, beds and deposits of metals and mineral ores under portions of the Cobalt Station grounds and of right of way of the lessor, constituting together a parcel of land described as follows:—

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Coleman (now in the Town of Cobalt) in the District of Nipissing and Province of Ontario, being composed of the station grounds of the Temiskaming and Northern Ontario Railway, except the portions thereof tinted brown in the annexed sketch (said station grounds being shewn on revised plan thereof made by H. J. McAuslan, O.L.S. dated North Bay, July 7th, 1908, of record in the Department of Lands, Forests and Mines, Toronto), and those parts of the right of way of the said railway lying between said station grounds and those portions of said right of way described as Second Parcel (*a*) and (*b*) respectively in a certain Indenture of Mining Lease from the Temiskaming and Northern Ontario Railway Commission to Thomas Arthur Beament and John Proctor Dickson, dated the 12th day of September, 1906, and assigned by the said Thomas Arthur Beament and John Proctor Dickson to The Right of Way Mining Company, Limited, by Indenture of Assignment of Lease bearing date the 15th day of September, 1906, and which parcel embracing part of said station grounds and parts of said right of way as aforesaid the mining rights in which as above described are hereby intended to be demised may be otherwise described as follows, that is to say: Commencing at the point of intersection of the centre line of right of way of said railway and the southwesterly shore of an arm at the southwesterly end of Cobalt Lake which point being distant twelve hundred and thirty eight feet and six inches more or less from a point on said centre line opposite mileage post 102 and measured northerly along said centre line; thence southeasterly following the said southwesterly shore of said arm of said lake to the southeasterly limit of said right of way (said limit being forty-nine feet and six inches in perpendicular distance from said centre line of said railway); thence north sixty-two degrees and thirty six minutes east astronomically following said southeasterly limit of said right of way across the arm of said lake to the high water mark on the north easterly shore of said arm (said high water mark being the boundary of said station grounds of said railway); thence southeasterly following high water mark on said lake to its intersection with a line parallel with centre line of said railway, a perpendicular distance of ninety-one feet and six inches therefrom; thence north sixty-two degrees and thirty-six minutes east astronomically parallel with centre line of said railway and a perpendicular distance of ninety-one feet and six inches therefrom to high water mark of said lake; thence easterly and northeasterly following high water mark of said lake to northeasterly boundary of said station grounds; thence northeasterly following the said high watermark on said northwesterly shore of said lake to a point to the southeast of and forty-nine feet and six inches in perpendicular distance from said centre line of said railway; thence northeasterly following the southeasterly limit of said right of way (said limit being forty nine feet and six inches in perpendicular distance from said centre line) across the northerly arm of said lake to the high water mark on the north easterly shore of said arm; thence northwesterly following the north easterly shore of said arm to its intersection with said centre line of said railway (said point of intersection being distant four hundred and forty feet more or less from a point on said centre line opposite mileage post 103 and measured northeasterly along said centre line); thence northwesterly following said northeasterly shore of said arm to the northwesterly limit of said right of way (said limit being forty-nine feet and six inches in perpendicular distance from said centre line); thence southwesterly following the northwesterly limit of said right of way to said northeasterly boundary of said station grounds; thence northwesterly following said northeasterly

boundary one hundred and fifty feet more or less to the most northerly angle of said station grounds; thence southwesterly following the northwesterly boundary of said station grounds fifty feet and two inches more or less to a wooden post planted to the westerly boundary of mining location R. L. 401, which post defines one of the angles of the station grounds; thence southwesterly following the northwesterly boundary of said station grounds five hundred and ninety-seven feet and six inches more or less to a point on the base of curve shewn on said plan of said station grounds of July 7th, 1908, as B.C. 84+27.5 (said point being one hundred and fifteen feet and six inches in perpendicular distance from said centre line of said railway); thence southwesterly following the northwesterly boundary of said station grounds to the southeasterly angle of lot 389 (said lot being shewn on plan or subdivision of Cobalt Townsite, made by L. O. Clarke, O.L.S., dated at North Bay, April 6th, 1906, and entered in the office of Land Titles as Plan M. 47); thence on an arc of a six degree curve to the right three hundred and fifty-eight feet and seven inches, more or less to a point in the easterly production of the southerly boundary of lot 379 (said lot being shewn on said plan M. 47) and one hundred and eleven feet distance from the southwesterly angle of said lot, said curve being not necessarily tangent to said preceding course, but passes through the two aforesaid points); thence along an arc of a five degree curve to the right two hundred and seventy-four feet and three inches, more or less, to the southeasterly angle of lot 370 (said lot being shewn on plan M. 47 and said curve being not necessarily compounded with said preceding six degree curve, but passes through the two aforesaid points); thence southwesterly, following the northwesterly boundary of said station grounds to the end of said course; thence south thirty-six degrees and thirty minutes west astronomically, following the northwesterly boundary of said station grounds one hundred and fifty feet, more or less, to a point on the high water mark on said northeasterly shore of said arm at the southwesterly end of said lake (said point being forty-nine feet and six inches in perpendicular distance from said centre line of said railway and being also on the northwesterly limit of said right of way; thence southwesterly following said northwesterly limit of said right of way across said arm of said lake to the said southwesterly shore of said arm; thence southeasterly following said southwesterly shore of said arm to place of beginning and containing by admeasurement sixteen acres and fifty-three one hundredths of an acre, more or less, as shewn coloured pink on said annexed sketch or plan.

To have and to hold, the said hereby remised premises unto the lessees for the term of nine hundred and ninety-nine years, to be computed from the date hereof; yielding and paying therefor unto the lessor the clear yearly rent or sum of two dollars of lawful money of Canada in even portions yearly in advance, on the 20th day of October in each and every year during the continuance of the said term without any deduction, defalcation or abatement whatsoever, the first payment to be made on the delivery of these presents; and further yielding and paying therefor as additional rental the renders of metals and ores or the value thereof as hereby reserved, payable as and when hereinafter provided.

Secondly: All the veins, seams, beds and deposits of metals and mineral ores under lots numbers 388 and 389, according to plan recorded in the Office of Land Titles at North Bay as Plan M. 47 of parcel 2,876 in the register for the District of Nipissing, together with the right as appurtenant thereto and subject to the provisions of the statutes in that behalf, made and provided to mine all veins, seams, beds and deposits of metals and mineral ores under one-half of the street adjoining said lots, which one-half of street may be

more particularly described as follows: COMMENCING at the northwesterly angle of said lot 388; thence northerly in a straight line joining the said northwesterly angle of said lot 388 and southeasterly angle of lot 348 according to said plan to the centre line of the street to the north of said lots 388 and 389; THENCE easterly along the said centre line of said street to the north of and adjoining said lots 388 and 389 to the northwesterly boundary of the station grounds of the Temiskaming & Northern Ontario Railway THENCE southwesterly along said northwesterly boundary of said station grounds to the northeasterly angle of said lot 389; THENCE westerly along the northerly boundary of said lots 389 and 388 to the place of beginning.

It is agreed between the parties as follows, and this demise is made upon and subject to the following terms, conditions and stipulations: —

1. In these presents the word "lessor" shall be deemed to include the successors and assigns of the said lessor, and the word "lessees" shall be deemed to include the executors, administrators and assigns of the said lessees and all the covenants, conditions, terms and stipulations of these presents shall be binding upon and shall inure to the benefit of the successors and assigns, and the executors, administrators and assigns of the parties respectively.

2. In these presents the words "Chief Engineer" shall mean the Chief Engineer for the time being and from time to time in charge of the Temiskaming and Northern Ontario Railway or of the portion thereof passing through the demised premises, and the words "Mining Engineer" shall mean the Mining Engineer for the time being and from time to time appointed by the lessor to act in reference to the mining and other operations to be carried on in pursuance of these presents.

3. There are included in this demise the liberties following, which however, are to be enjoyed by the lessees subject in all cases and at all times to any and all orders, instructions and directions of the Mining Engineer and to the covenants of the lessees herein contained: —

After having first submitted to the lessor full detailed plans with all necessary specifications of proposed excavations, shafts, levels, adits drifts, pits, stopes, mining and other works, whether upon or below the surface of the ground, and having procured the approval in writing of the Chief Engineer of such plans and not otherwise, from time to time to dig for, mine and obtain the demised metals and ores on the said lands in accordance with such approved plans and not otherwise and (subject to rendering to the lessor the lessor's share of the value thereof as herein provided) to dispose of the same for the lessees' benefit.

4. The lessees shall pay the said annual rent of two dollars as and when payable as aforesaid and shall further render and pay to the lessor during the said term at the times and in the manner hereinafter provided a further rent in addition to said sum of two dollars per annum one-fourth part of the value at the mouth of the mine of all metals and metallic ores produced or obtained by the lessees from the demised premises or any part thereof, IT BEING EXPRESSLY AGREED that for the purposes hereof the value to be determined from assays shall be the full value of each and every saleable constituent of the mineral at the full price which can be realized therefrom, no deductions being made for mining, but freight and treatment charges being deducted.

5. The lessees shall not at any time do or cause or suffer to be done any damage to the surface of said lots or to the right of way or to the tracks sidings, switches, rolling stock, station building, freight sheds or other build

ngs, structures or appliances or other property of the lessor or of any other person or persons from time to time on said lands or do or cause or suffer to be done any act or thing which may obstruct the operation of the said railway or any part thereof or let down the surface of the same or any part thereof, or which may cause injury or damage to the operation thereof, or which may imperil the safe and convenient working of the said railway or render the operation of the same in any way dangerous, and shall from time to time and at all times, obey, submit and conform to the orders, instructions and directions of the Chief Engineer (or his agent or agents from time to time authorized in that behalf) who shall have full power and authority in all respects to superintend, direct and control the operations of the lessees on the demised premises and every part thereof and full power and authority at any time and from time to time to require the suspension or discontinuance of such operations or any of them whenever he shall consider it advisable so to do to ensure the safety of the track and the safe and convenient operation of the railway, and who shall further have power and authority from time to time and at all times to require the lessees to take such steps, do such work, make such improvements and effect such changes as he may think necessary for the securing of the objects aforesaid, and the Chief Engineer may by himself or his agents revoke any such instructions, orders or directions so given, and give different or further or other instructions, orders or directions, all of which shall be equally binding on the lessees.

6. The lessees shall from time to time and at all times make such provision for handling and disposing of the metals and mineral ores mined or procured from the demised premises and for the disposal of the earth, waste rock or other refuse occasioned by the lessees' operations on the said lands as shall from time to time be required by the Chief Engineer or his agent, and in case of failure by the lessees at any time to promptly and satisfactorily carry out and comply with any of the directions, orders or instructions of the Chief Engineer or his agent under this or the next preceding clause the lessor shall at its option from time to time have the right at the cost, charges and expense of the lessees and with or without notice to the lessees to take all such steps and actions and to do and perform all such work as shall appear to the lessor necessary or expedient to make good such failure and to remove or prevent any injury or damage resulting or which in the opinion of the lessor could or might result from such failure.

7. The lessees shall from time to time and at all times keep the lessor indemnified against all actions, proceedings, claims, demands and expenses arising or alleged to arise out of or in connection with the working of the demised premises or any part thereof or with the exercise of the rights, liberties and powers hereby granted or any of them and the lessees shall not be relieved from such obligation by reason of any approval whether written or verbal of his plans, operations or works by the Chief Engineer or by the Mining Engineer of by the lessor or by any other matter or thing, the true intent and meaning hereof being that the obligation of the lessees in reference to the matters in this clause referred to shall be absolute and unconditional.

8. The lessees shall erect, maintain and keep sufficient fences and guards for the protection of man and beast around every shaft or other opening sunk or made on said premises or any part thereof and whenever and so often as any shaft or other working shall have become unnecessary for the further working of the demised premises the same shall be immediately filled up so as to obviate all danger therefrom and to the satisfaction in every respect of the Mining Engineer.

9. The lessees shall maintain and keep in repair all fences and gates around the said lands in so far as same shall or may from time to time be damaged or injured by the lessees, their servants or agents by reason of mining operations or otherwise, all to the satisfaction of the Mining Engineer.

10. The lessees shall from time to time keep all buildings, workshops, engines and fixed machinery, tramways, roads, shafts, drifts, pits and stopes and other works which shall from time to time be constructed, erected, built, placed or made in or upon the said premises for or in connection with the mining or other operations of the lessees in good and substantial repair, condition and working order, and shall from time to time duly and properly secure all shafts, adits and other underground workings with timber props or other effectual means.

11. The lessees shall from time to time make and keep in proper repair for the safe and convenient passage of the lessor, its servants, agents, workmen and all other persons having lawful occasion to go upon the said premises or any part thereof, proper bridges, protected by adequate railings or otherwise over any open or unsafe parts of works.

12. The lessees shall pay all provincial, municipal and other taxes which may at any time be assessed or levied against such demised premises or any part thereof or against the improvements thereon or any of them or against the metals or mineral ore the product thereof, or any personal property of the demised premises during the continuance of said term in the same way and to the same extent as if the premises above described were owned in fee by the lessees; PROVIDED, HOWEVER, that this shall not render the lessees liable to the payment in respect of any metals or mineral ores obtained or procured from the demised premiss of any royalties in favor of the Crown which may at any time under the laws then in force be payable in respect of or chargeable against the metals or mineral ores mined or produced in the Province of Ontario, the intention being that the rentals hereby reserved shall be in lieu of all such royalties.

13. The lessees shall from time to time conform to and observe all statutory or other rules for the time being in force so far as they affect or shall or may affect the demised premises or any part thereof and shall keep the lessor indemnified against all penalties, damages, proceedings, costs and expenses incurred or suffered through or by reason of any breach or non-observance thereof.

14. The lessees shall from time to time and at all times keep or cause to be kept on some convenient part or parts of the demised premises accurate plans and section on such scale as the Mining Engineer shall direct of all mines and works carried on or remaining open for the time being on the demised premises or any part thereof, and of all veins, beds and lodes which shall from time to time be discovered therein and shall keep properly and promptly recorded on such plans the progress of all work and shall from time to time regularly as work proceeds make systematic mine assays according to the most approved methods from time to time in use and shall properly record all such mine assays on such plans and shall from time to time as required furnish the Mining Engineer with duplicates of all such plans together with all such information and particulars as shall enable him to keep complete and up-to-date records of all work from time to time being done and all systematic mine assays from time to time being made; and shall also at all times keep proper and sufficient books of account wherein shall be entered from time to time the several quantities of metals and ores mined or

otherwise procured from the demised premises with the dates of the production thereof and all other particulars necessary or convenient for ascertaining from time to time the amount or amounts payable or which should or ought to be payable to the lessor thereunder, and shall permit the lessor, its agents or representatives from time to time and at all times to inspect the said plans and books of account and to take copies thereof or extracts therefrom, and shall upon the expiration or sooner determination of said lease deliver up all such plans and books of account to the lessor.

15. The lessees shall promptly render to the lessor from time to time such periodical and occasional statements and abstracts from the books of account of the lessees and otherwise showing all necessary particulars about the operations of said mines in such form and with such particulars as shall or may from time to time be required by the lessor.

16. The lessees shall from time to time whenever so required permit the lessor or its agent or agents with or without clerks, surveyors, engineers, miners, workmen and other persons at all reasonable times to enter upon the demised premises or any part or parts thereof for the following purposes or for any other purposes considered necessary by the lessor:—

(*a*) To inspect and examine the demised premises and all buildings, erections, plant machinery and workings thereon and all ores and metals produced therefrom for the purpose of ascertaining whether the same are in good and substantial order, condition and repair and whether the operations of the lessees are being carried on in a proper manner in accordance with the intent of these presents.

(*b*) To take plans of said workings or any of them.

(*c*) To inspect the machines and methods used or employed on said premises for assaying the produce of the demised mines and to test their accuracy in such manner as may seem expedient; and

(*d*) To see and supervise such assays and to take account thereof and to take and retain proper samples.

And for the purpose aforesaid or any of them to use, free of charge, all the shafts, machinery, plant and works in or upon or used in connection with the demised premises and to have all necessary assistance from the miners and others in the employment of the lessees.

17. The lessees shall during the said term work the mines on the demised premises in such manner from time to time as shall so far as possible recover the maximum gross yield of minerals and shall do and perform all work and operations upon the demised premises in a skilful and workmanlike manner and to the satisfaction of the Mining Engineer and according to the best and most approved method of working practised from time to time in similar undertakings in the same district or elsewhere in similar operations, so that the whole of the said demised premises may be fully and satisfactorily searched for and the metals and metallic ores thereon mined and got out to the best ultimate advantage, due regard, however, being always had to the conformation of said lands and to the probable impracticability of working to advantage all parts thereof or all veins crossing the same simultaneously and the lessees shall further prosecute said work continuously save when the same is interrupted by inevitable accident or by strikes or labour disputes or the orders, instructions or directions of the Chief Engineer or of the Mining Engineer.

18. If the Mining Engineer shall at any time consider that work and operations are not being prosecuted in the manner and according to the methods aforesaid, or that the number of workmen or the quantity or quality of

the machinery or other plant or appliances or the quantity or quality of the materials respectively employed or used by the lessees on or for said works and operations to be insufficient, inadequate or unsuited for the bona fide and advantageous prosecution of efficient mining operations on the demised premises then and in every such case the Mining Engineer may by written notice to the lessees require them to carry on work in such manner and according to such methods as shall be indicated in such notice or to employ or provide such additional or other workmen, machinery, plant or materials as the Mining Engineer may think necessary, and in case the lessees shall not within thirty days after the giving of such notice or within such longer period as may be fixed by such notice in all respects comply therewith, the lessor may at its option cancel these presents and determine the term hereby granted, whereupon the said term and all the rights of the lessees hereunder shall be determined, but without prejudice to the obligations of the parties with reference to anything which shall have occurred prior to such determination; but in any such case the lessees shall have the right of appeal from the decision of the Mining Engineer hereinafter provided for.

19. In case at any time the mining operations on said premises shall be suspended for a period exceeding one year the lessor may at its option cancel these presents and determine the term hereby granted whereupon the said term and all rights of the lessees hereunder shall be determined but without prejudice to the obligations of the parties with reference to anything which shall have occurred prior to such determination.

20. Assays for determining values on which settlements are to be made must at all times be made upon truly representative samples taken by thoroughly competent persons approved of by the Mining Engineer and in manner approved by him and in the presence of the Mining Engineer or his agent duly authorized in that behalf, it being understood that the Mining Engineer shall appoint an agent on receiving due notice and all such samples must be divided into two or more portions, one portion of which shall be kept by the Mining Engineer or his agent for check assay and valuation and in the event of any disagreement the sample reserved for the Mining Engineer or if considered necessary by him a new sample taken by him in such manner as he shall think proper shall be assayed by an assayer selected by the Mining Engineer, whose decision thereon shall be final, subject only to an appeal therefrom to the lessor.

21. The lessor's proportion of the value of all metals and mineral ores reserved as portion of the rental as aforesaid shall be payable by the lessees to the lessor in cash at the head office for the time being of the lessor within twenty days from the completion of the assay in respect of any such metals and mineral ores from time to time without any deduction or abatement for commission, exchange or otherwise except freight and treatment charges as aforesaid.

22. The lessee shall not nor will during the said term assign, transfer or set over or otherwise by any act or deed procure the said premises or any of them to be assigned, transferred, set over or sublet unto any person or persons whomsoever without the consent in writing of the lessor first had and obtained.

23. The lessees shall not at any time during the said term build, erect, put, place or set up on the said lands any building, structure, plant, machinery or erection of any kind save such as before their construction or erection shall have been approved of in writing by the Chief Engineer, nor shall the

lessees suffer or permit the use of any of the demised premises by any person firm or corporation other than the lessees for any purpose whatever without the consent in writing of the lessor first had and obtained.

24. During the continuance of said term all metals and mineral ores and other freight emanating from or connected with the lessees' business on the demised premises shipped out by or on behalf of the lessees shall be shipped via the railway of the lessor and all supplies and other freight of every nature intended for or connected with the said business shipped in for or by the lessees shall be so shipped via the railway of the lessor and by no other route, provided that no greater toll shall be chargeable to the lessees for any such transportation than the tolls from time to time charged by the lessor to other parties for transportation of similar freight beween the same points.

25. If whenever and so often as default shall be made in payment of any sum payable to the lessor as the lessor's proportion of the value of metals and mineral ores as aforesaid, whether payment shall theretofore have been demanded or not, the lessor may from time to time seize and distrain the goods, chattels and effects of the lessees for the time being in, upon or about the premises hereby demised or any adjoining or neighbouring lands or works for the time being held therewith or otherwise used or occupied by the lessees or may from time to time in respect of any such default or in respect of any default in payment of any instalment of the said rental of two dollars per annum, seize and distrain all metals and mineral ores produced or obtained by the lessees from and out of the proceeds of the sale or other disposal of such goods, chattels, effects, metals and ores so distrained, may retain the share and proportion of the values of all metals and ores or other rental then due to the lessor together with such further part thereof as shall be sufficient to cover the costs of and incidental to the distress and sale and the lessor's proportion of the value of the metals and ores sold under such distress and pay the residue over to the lessees.

26. If and whenever any moneys for rent, expenses or otherwise payable by the lessees to the lessor shall be in arrear for a period exceeding ninety days whether payment of the same shall have been legally demanded or not, or if the lessees shall at any time during the term hereby granted become bankrupt or make an assignment for the benefit of their creditors or take advantage of any act which may for the time being be in force relating to bankrupt or insolvent debtors or if the estates of the lessees shall be put into liquidation under or in pursuance of any such act or in case of the breach of any covenant on the lessees' part herein contained or in case any such covenant on the lessees' part shall not be performed or observed, and such breach or non-observance shall continue for a period exceeding ninety days, then and in any of the said cases it shall be lawful for the lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine, but without prejudice to the obligations of the parties with reference to anything which shall have occurred prior to such determination.

27. For further assuring the lessor's rights hereunder the lessor shall have the right at any time and from time to time when and so often as the lessor shall think necessary or expedient for the lessor's protection to require delivery to the lessor of all metals and mineral ores produced or obtained upon the demised premises to the intent the lessor, its servants or agents may sort and sell or otherwise dispose of the same and deduct from the proceeds all moneys payable by the lessees to the lessor, including all expenses of and incidental to sorting, sale or other disposal, and account to the lessees for the

surplus if any, it being expressly agreed that in every such case the lessor shall not be responsible or liable to the lessees for any loss, injury or damage connected with the transportation, sampling, assaying, sale or other realization of such metals and mineral ores or in connection with the collection and payment of the proceeds thereof save and except any loss, damage or injury occasioned by the wilful default or neglect of the lessor, its servants or agents in that behalf.

28. All remedies hereby reserved in favor of the lessor are intended to be cumulative, and it is agreed that no waiver or waivers by the lessor of and breach or non-fulfilment of any of the lessees 'covenants or obligations, and no waiver by the lessor of any of its rights hereunder shall apply to or effect any future or other breach, failure or right save and except the breach, failure or right so waived.

29. If at any time during the said term the veins, seams, beds and deposits of metals or mineral ores on the demised premises shall be fairly worked out and exhausted or if by reason of anything not due to improper working or to some other fault of the lessees the mines on said demised premises shall become unworkable at a profit, then the lessees may determine the said term at the end of any year thereof by giving to the lessor not less than six calendar months' previous notice in writing of the lessees' desire as aforesaid and thereupon provided the lessees shall not then be in default in respect of any payment due hereunder or of any of the covenants or obligations of the lessees hereunder this demise shall absolutely cease and determine, but without prejudice to the obligations of the parties with reference to anything which shall have occurred prior to such determination.

30. At the expiration or sooner determination of the tenancy hereby created the lessor shall deliver up the demised premises with all buildings, fixed machinery, shafts and underground workings, tramways, roads, fixtures and other conveniences which shall then be in, used upon or under the lands in connection with the demised premises in good and substantial repair, condition and working order to the intent that the same may be available for future mining operations on said premises.

31. Should any dispute or difference arise at any time during said term as to the rights, duties or liabilities of the parties hereunder or should any discrepancy appear or any question, dispute or difference arise respecting the true construction, meaning and intent of these presents or of any matter or thing therein contained, or should any difference arise between the parties in any other matter in any way touching or arising out of these presents or connected with the premises hereby demised or with operations or dealings affecting or flowing from the same, all such disputes, questions and differences shall from time to time be referred and they are hereby referred to the determination, settlement and adjustment of the Mining Engineer, whose decision from time to time in the premises shall, subject only to the right of appeal hereinafter provided for, be absolutely final, binding and conclusive upon the parties.

32. In case the lessees shall at any time be dissatisfied with any requisition or decision of the Mining Engineer hereunder they shall have the right upon giving notice in writing in that behalf to the lessor at its head office within twenty days after the making or rendering of any such requisition or decision to appeal therefrom to a mining expert to be appointed as hereinafter provided. PROVIDED HOWEVER that such notice shall clearly set forth the requisition or decision complained of and the grounds of objection to same, such mining expert from time to time to hear any such appeals to be mutu-

ally agreed upon between the parties or failing agreement to be designated or appointed by the Chief Justice or Acting Chief Justice for the time being of the Court of Appeal for Ontario on the application of either of the parties hereto after notice to the other, and the decision of such mining expert in any such appeal shall be absolutely final, binding and conclusive and not open to review by any Court or otherwise, it being expressly agreed that on any such appeal it shall be open to such mining expert and shall be part of his duty in disposing of such appeal to decide how and by whom and in what proportions the costs, charges and expenses of and incidental to such appeal shall be paid including not only the fees and charges of the said ming expert in or connected with the hearing and disposal of such appeal but all or any part of the costs, charges and expenses which the parties or either of them shall suffer or be put to by reason of such appeal and the hearing and disposal thereof and further that such mining expert shall have full power, right and authority either when rendering his decision on any such appeal or at any time thereafter to assess and fix the amount payable by the one party to the other in respect of such costs, charges and expenses and the amount so fixed as well as any fees or charges of such mining expert payable by one party which shall or may be paid by the other shall be a debt immediately payable by the one party to the other, and if payable by the lessor to the lessees may be deducted from any rent or renders thereafter payable hereunder, or if payable by the lessees to the lessor shall be taken for all purposes to be additional rental hereunder with reference to which the lessor shall have in addition to all other rights the right to distrain in the same manner as is herein provided with reference to the rent and renders hereby reserved; AND IT IS FURTHER EXPRESSLY AGREED, that it shall and may be lawful for any such Chief Justice or Acting Chief Justice when designating or appointing such mining expert to impose upon the parties or either of them any and all terms and conditions in reference to any such appeal which shall to him seem proper or to require the lessees to furnish such security and within such time and in such manner as to him shall seem proper for the costs, charges and expenses of and incidental to any such appeal and for the due prosecution of such appeal.

33. The lessor covenants with the lessees that they paying the rent hereby reserved and performing the covenants hereinbefore on their part contained shall and may peaceably possess and enjoy the said demised premises for the term hereby granted without any interruption or disturbance from the lessor or any other person or persons or corporation claiming by, from or under them.

IN WITNESS WHEREOF, the lessor has caused these presents to be executed under its corporate seal and the hands of the proper officers in that behalf, and the lessees have executed under their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of,
(Signed) A. H. ARMSTRONG.

ADOLPH ROSENTHAL, (Seal)

JOHN PROCTOR DICKSON, (Seal)

(Signed) SADIE BEATON.

THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION. (Seal)

(Signed) J. L. ENGLEHART, *Chairman.*

A. J. MCGEE, *Secy.-Treas.*

THIS INDENTURE, made the twentieth day of October in the year of our Lord one thousand nine hundred and eight.

BETWEEN The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Lessor; and William Langdon Haydon and Raymond Mancha, Trustees, both of the City of Detroit, in the State of Michigan, one of the United States of America, Brokers, hereinafter called the Lessees.

WITNESSETH, that in consideration of the cash bonus of four thousand nine hundred and twenty-five dollars (the receipt whereof is hereby acknowledged) and of the rents, covenants and conditions hereinafter respectively reserved and contained by the lessee to be paid, observed and performed, the lessor hath demised and leased and by these presents doth demise and lease unto the lessee for the purposes and upon and subject to the terms, conditions and stipulations herein contained.

The part of lot number 44 according to plan recorded in the Office of Land Titles at North Bay as Plan M. 47 of parcel 2876 in the register for the District of Nipissing colored pink on the annexed sketch and more particularly described as follows: COMMENCING at the southwesterly angle of said lot 44; THENCE easterly along the southerly boundary of said lot one hundred and twenty-six feet and four inches more or less to the south westerly angle of Mining Location 120, said location being recorded in the Office of the Bureau of Mines on the 8th of August, 1904, and recorded in the Office of the Inspector of the Temiskaming Mining Division as Mining Claim Number 72; THENCE northerly along the westerly boundary of said mining location thirteen hundred and eighteen feet and eight inches more or less to the northwesterly angle of said mining location being in the northerly boundary of said lot 44; THENCE westerly along said northerly boundary one hundred and forty feet and four inches more or less to the northwesterly angle of said lot; THENCE southerly along the westerly boundary of said lot thirteen hundred and twenty feet more or less to the place of beginning and containing by admeasurement four acres and four one-hundredths of an acre more or less, TOGETHER with all veins, seams, beds and deposits of metals and mineral ores in or upon the said lands.

TO HAVE AND TO HOLD the said hereby demised premises unto the lessee for the term of nine hundred and ninety-nine years to be computed from the day of the date hereof, YIELDING AND PAYING THEREFOR unto the lessor the clear yearly rent or sum of one dollar of lawful money of Canada yearly on the twentieth day of October in each and every year during the continuance of the said term without any deduction, defalcation or abatement whatsoever, the first payment to be made on the twentieth day of October, one thousand nine hundred and eight, and further yielding and paying therefor an additional rental the renders of metals and ores or the value thereof as hereby reserved, payable as and when hereinafter provided.

IT IS AGREED between the parties, as follows, and this demise is made upon the subject to the following express terms, conditions and stipulations:—

1. In these presents the word "lessor" shall be deemed to include the successors and assigns of the said lessor, and the word "lessee" shall be deemed to include the executors, administrators and assigns of the said lessee and all the covenants, conditions, terms and stipulations of these presents shall be binding upon and shall inure to the benefit of the successors and assigns, and the executors, administrators and assigns of the parties respectively.

2. In these presents the words "Mining Engineer" shall mean the Mining Engineer for the time being and from time to time appointed by the lessor to act in reference to the mining operations to be carried on in pursuance of these presents.

3. This demise shall include the liberties following, which are however to be enjoyed by the lessee, subject in all cases and at all times to any and all orders, instructions and directions, of the Mining Engineer and to the covenants of the lessee herein contained:—

(*a*) To search the demised premises for metals and ores.

(*b*) To build, erect, put, place or set up from time to time on the demised premises such buildings, structures, engines, plant and machinery as may be necessary or convenient.

(*c*) From time to time to dig for, mine and obtain the demised metals and ores and (subject to rendering to the lessor the lessor's share of the value thereof as herein provided) to dispose of the same for the lessee's benefit.

4. The lessee shall pay the said annual rent as and when payable as aforesaid, and shall further render and pay to the lessor during the said term at the times and in the manner hereinafter provided as further rent one-fourth of the value at the mouth of the mine of all metals and metallic ores produced or obtained by the lessee from the demised premises or any part thereof, it being expressly agreed that for the purposes hereof the value to be determined from assays shall be the full value of each and every marketable constituent of the mineral at its full market price at the most favorable place for smelting or treatment, no deductions being made for mining.

5. The lessees shall from time to time and at all times keep the lessor indemnified against all actions, proceedings, claims, demands and expenses arising or alleged to arise out of or in connection with the working of the demised premises or any part thereof, or with the exercise of the rights, liberties and powers hereby granted or any of them.

6. The lessee shall erect, maintain and keep sufficient fences and guards for the protection of man and beast around every shaft or other opening sunk or made on said premises or any part thereof, and whenever and so often as any shaft or other openings shall have become unnecessary for the further working of the demised premises the same shall be immediately filled up so as to obviate all danger therefrom, and to the satisfaction in every respect of the Mining Engineer.

7. The lessees shall from time to time keep all buildings, workshops, engines and fixed machinery, tramways, roads, shafts, adits, levels, drifts and other works which shall from time to time be contructed, erected, built, placed or made in or upon the said premises for or in connection with the mining or other operations of the lessee in good and substantial repair, condition and working order, and shall from time to time duly and properly secure all such shafts, adits and other underground workings with timber, props or other effectual means.

8. The lessees shall from time to time make and keep in proper repair for the safe and convenient passage of the lessor, its servants, agents, workmen and all other persons having lawful occasion to go upon the said premises or any part thereof, proper bridges, protected by adequate railings or otherwise over any open or unsafe parts of any adits or other works.

9. The lessees shall pay all provincial, municipal and other taxes which may at any time be assessed or levied against such demised premises or any

part thereof, or against the improvements thereon or any of them, or against the metals or mineral ore the product thereof, or any personal property on the demised premises during the continuance of said term in the same way and to the same extent as if the premises above described were owned in fee by the lessee; PROVIDED, HOWEVER, that this shall not render the lessees liable to the payment in respect of any metals or mineral ores obtained or procured from the demised premises, of any royalties in favor of the Crown which may at any time under the laws then in force be payable in respect of or chargeable against the metals or mineral ores mined or produced in the Province of Ontario, the intention being that the rentals hereby reserved shall be in lieu of all such royalties.

10. The lessees shall from time to time conform to and observe all statutory or other rules for the time being in force so far as they affect or shall or may affect the demised premises or any part thereof, and shall keep the lessor indemnified against all penalties, damages, proceedings, costs and expenses incurred or suffered through or by reason of any breach or non-observance thereof.

11. The lessees shall from time to time and at all times keep or cause to be kept on some convenient part or parts of the demised premises accurate plans and sections on such scale as the Mining Engineer shall direct of all mines and works carried on or remaining open for the time being on the demised premises or any part thereof, and of all veins, beds and lodes which shall from time to time be discovered therein, and shall keep properly and promptly recorded on such plans the progress of all work, and shall from time to time regularly as work proceeds make systematic mine assays according to the most approved methods from time to time in use, and shall properly record all such mine assays on such plans, and shall from time to time as required furnish the Mining Engineer with duplicates of all such plans, together with all such information and particulars as shall enable him to keep complete and up-to-date records of all work from time to time being done, and of all systematic mine assays from time to time being made: and shall also at all times keep proper and sufficient books of account wherein shall be entered from time to time the several quantities of metals and ores mined or otherwise procured from the demised premises with the dates of the production thereof and all other particulars necessary or convenient for ascertaining from time to time the amount or amounts payable or which should or ought to be payable to the lessor hereunder, and shall permit the lessor, its agents or representatives from time to time and at all times to inspect the said plans and books of account and to take copies thereof or extracts therefrom, and shall upon the expiration or sooner determination of said lease deliver up all such plans and books of account to the lessor.

12. The lessees shall promptly render to the lessor from time to time such periodical and occasional statements and abstracts from the books of account of the lessees and otherwise, shewing all necessary particulars about the operations of said mines in such form and with such particulars as shall or may from time to time be required by the lessor.

13. The lessees shall from time to time whenever so required permit the lessor or its agent or agents with or without clerks, surveyors, engineers, miners, workmen and other persons at all reasonable times to enter upon the demised premises or any part or parts thereof for the following purposes, or for any other purpose considered necessary by the lessor:—

(*a*) To inspect and examine the demised premises and all buildings, erections, plant, machinery and workings thereon, and all ores and metals produced therefrom for the purpose of ascertaining whether the same are in good and substantial order, condition and repair, and whether the operations of the lessee are being carried on in a proper manner in accordance with the intent of these presents.

(*b*) To take plans of said workings or any of them.

(*c*) To inspect the machines and methods used or employed on said premises for assaying the produce of the demised mines, and to test their accuracy in such manner as may seem expedient, and

(*d*) To see and supervise such assays and to take account thereof, and to take and retain proper samples.

And for the purposes aforesaid or any of them to use free of charge all the shafts, machinery, plant and works in or upon or used in connection with the demised premises, and to have all necessary assistance from the miners and others in employment of the lessees.

14. Assays for determining values on which settlements are to be made must at all times be made upon truly representative samples taken by thoroughly competent persons approved of by the Mining Engineer, and in manner approved by him and in the presence of the Mining Engineer or his agent duly authorized in that behalf, and all such samples must be divided into two or more portions, one portion of which shall be kept by the Mining Engineer or his agent for check assay and valuation, and in the event of any disagreement the sample reserved for the Mining Engineer, or if considered necessary by him a new sample taken by him in such manner as he shall think proper, shall be assayed by an assayer selected by the Mining Engineer, whose decision thereon shall be final, provided that same shall not interfere with the aforesaid right of the Mining Engineer to arbitrarily classify whenever he shall think it necessary to do so.

15. The lessor's proportion of the value of all metals and mineral ores reserved as portion of the rental as aforesaid shall be payable by the lessees to the lessor in cash at the head office for the time being of the lessor within ten days from the completion of the assay in respect of any such metals and mineral ores from time to time without any deduction or abatement for commission, exchange or otherwise.

16. The lessees shall not nor will during the said term assign, transfer or set over or otherwise by any act or deed procure the said premises or any of them to be assigned, transferred, set over or sublet unto any person or persons whomsoever without the consent in writing of the lessor first had and obtained.

17. During the continuance of the said term all metals and mineral ores and other freight emanating from or connected with the lessee's mining business on the demised premises shipped out by or on behalf of the lessees shall be shipped via the railway of the lessor, and all supplies and other freight of every nature intended for or connected with the said business shipped in for or by the lessees shall be so shipped via the railway of the lessor and by no other route, provided that no greater toll shall be chargeable to the lessees for any such transportation than the tolls from time to time charged by the lessor to other parties for transportation of similar freight between the same points.

18. If whenever and so often as default shall be made in payment of any sum payable to the lessor as the lessor's proportion of the value of metals and mineral ores as aforesaid, whether payment shall theretofore have been demanded or not, the lessor may from time to time seize and distrain the goods, chattels and effects of the lessees for the time being in, upon or about the premises hereby demised, or any adjoining or neighboring lands or works for the time being held therewith or otherwise used or occupied by the lessees or may from time to time in respect of any such default seize and distrain all metals and mineral ores produced or obtained by the lessee from the demised premises, whether in or upon the said premises or elsewhere, and out of the proceeds of the sale or other disposal of such goods, chattels and effects, metals and ores so distrained, may retain the share and proportion of the values of all metals and ores or other rental then due to the lessor, together with such further part thereof as shall be sufficient to cover the costs of and incidental to the distress and sale and the lessor's proportion of the value of the metals and ores sold under such distress, and pay the residue over to the lessees.

19. If and whenever any rent or renders payable by the lessees to the lessor as aforesaid shall be in arrear for a period exceeding ninety days whether payment of the same shall have been legally demanded or not, or in case of the breach of any covenant on the lessees' part herein contained, or in case any such covenant on the lessees' part shall not be performed or observed and such breach or non-observance shall continue for a period exceeding ninety days, then and in any of the said cases it shall be lawful for the lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine, but without prejudice to the obligations of the parties with reference to anything which shall have occurred prior to such determination.

20. For further assuring the lessor's rights hereunder the lessor shall have the right at any time and from time to time when and so often as the lessor shall think necessary or expedient for the lessor's protection to require delivery to the lessor of all metals and mineral ores produced or obtained upon the demised premises to the intent that the lessor, its servants or agents may sort and sell or otherwise dispose of the same and deduct from the proceeds all moneys payable by the lessees to the lessor, including all expenses of and incidental to such sorting, sale or other disposal, and account to the lessee for the surplus, if any, it being expressly agreed that in every such case the lessors shall not be responsible or liable to the lessees for any loss, injury or damage connected with the transportation, sampling, assaying, sale or other realization of such metals and mineral ores, or in connection with the collection and payment of the proceeds thereof, save and except any loss, damage or injury occasioned by the wilful default or neglect of the lessor, its servants or agents in that behalf.

21. All remedies hereby reserved in favor of the lessor are intended to be cumulative, and it is agreed that no waiver or waivers by the lessor of any breach or non-fulfilment of any of the lessees' covenants or obligations, and no waiver by the lessor of any of its rights hereunder shall apply to or affect any future or other breach, failure or right, save and except the breach, failure or right so waived.

22. At the expiration or sooner determination of the tenancy hereby created the lessor shall deliver up the demised premises with all buildings, fixed machinery, shafts and underground workings, tramways, roads, fix-

ures and other conveniences which shall then be in, used upon or under the ands in connection with the demised premises in good and substantial repair, ondition and working order, to the intent that the same may be available for uture mining operations on said premises.

23. Should any dispute or difference arise at any time during said term s to the rights, duties or liabilities of the parties hereunder, or should any liscrepancy appear or any question, dispute or difference arise respecting he true construction, meaning and intent of these presents or of any matter r thing therein contained, or should any difference arise between the parties n any other matter in any way touching or arising out of these presents or onnected with the premises hereby demised, or with operations or dealings ffecting or flowing from the same, all such disputes, questions and differnces shall from time to time be referred and they are hereby referred to the letermination, settlement and adjustment of the Mining Engineer whose lecision from time to time in the premises shall be absolutely final, binding nd conclusive upon the parties.

IN TESTIMONY WHEREOF the lessor hath caused these presents to be executed under its corporate seal and the hands of the proper officers in that behalf, and the lessee has executed these presents under their hand and seals.

SIGNED, SEALED AND DELIVERED
In the presence of
(Sgd.) D. E. Thomson.

W. Langdon Hayden. (Seal.)

Raymond Mancha. (Seal.)

(Sgd.) Sadie Beaton.

The Temiskaming & Northern Ontario Railway Commission. (Seal.)

(Sgd.) J. L. Englehart, *Chairman.*

A. J. McGee, *Secy.Treas.*

THIS INDENTURE, made the twentieth day of October, in the year of our Lord one thousand nine hundred and eight.

BETWEEN The Temiskaming and Northern Ontario Railway Commission, hereinafter called the Lessor; and William Langdon Haydon and Raymond Mancha, Trustees, both of the City of Detroit, in the State of Michigan, one of the United States of America, Brokers, hereinafter called the Lessees.

WITNESSETH, that in consideration of the cash bonus of five hundred and fifty dollars (the receipt whereof is hereby acknowledged) and of the rents, covenants and conditions hereinafter respectively reserved and contained by the lessees to be paid, observed and performed, the lessor hath demised and leased and by these presents doth demise and lease unto the lessees for the purposes and upon and subject to the terms, conditions and stipulations herein contained the veins, seams, beds and deposits of metals and mineral ores following, namely:—

All the veins, seams, beds and deposits of metals and mineral ores under lot number 338 according to plan recorded in the Office of Land Titles at North Bay as Plan M. 47 of parcel 2876 in the register for the District of Nipissing, together with the right as appurtenant thereto and subject to the provisions of the statutes in that behalf made and provided, to mine all veins, seams, beds and deposits of metals and mineral ores under one-half of the streets and lanes adjoining said lot, which one-half of streets and lane may be more particularly described as follows; COMMENCING at the northwesterly angle of the said lot 338; THENCE westerly along a straight line joining the northwesterly corner of said lot 338 and the northeasterly corner of lot 419 according to said plan to the centre line of the street to the west of and adjoining said lot 338; THENCE southerly along the centre line of said street to its intersection with the centre line of the street to the south of and adjoining said lot 338; THENCE easterly along the centre line of the street to the south of and adjoining said lot 338 to its intersection with the centre line produced of the lane to the east of and adjoining said lot 338; THENCE northerly along the centre line of said lane to the east of and adjoining said lot 338 to the intersection of said centre line with a straight line joining the north easterly corner of said lot 338 and the northwesterly corner of lot 348 according to the said plan; THENCE westerly along the said line adjoining the north easterly corner of said lot 338 and the north westerly corner of said lot 348 to the northeasterly corner of said lot 338; THENCE southerly along the easterly boundary of said lot 338 to the southeasterly angle of said lot; THENCE westerly along the southerly boundary of said lot 338 to the south westerly angle of said lot; THENCE northerly along westerly boundary of said lot 338 to the place of beginning.

TO HAVE AND TO HOLD. the said hereby demised premises unto the lessees for the term of nine hundred and ninety-nine years, to be computed from the date hereof; YIELDING AND PAYING THEREFOR unto the lessor the clear yearly rent or sum of one dollar of lawful money of Canada in even portions yearly in advance on the twentieth day of October in each and every year during the continuance of the said term without any deduction, defalcation or abatement whatsoever, the first payment to be made on the delivery of these presents; AND FURTHER YIELDING AND PAYING THEREFOR as additional rental the renders of metals and ores or the value thereof as hereby reserved, payable as and when hereinafter provided.

IT IS AGREED between the parties as follows, and this demise is made upon and subject to the following terms, conditions and stipulations: —

1. In these presents the word "lessor" shall be deemed to include the successors and assigns of the said lessors, and the word "lessees" shall be deemed to include the executors, administrators and assigns of the said lessees and all the covenants, conditions, terms and stipulations of these presents shall be binding upon and shall inure to the benefit of the successors and assigns and the executors, administrators and assigns of the parties respectively.

2. In these presents the words "Mining Engineer" shall mean the Mining Engineer for the time being and from time to time appointed by the lessor to act in reference to the mining and other operations to be carried on in pursuance of these presents.

3. There are included in this demise the liberties following, which, however, are to be enjoyed by the lessees subject in all cases and at all times to any and all orders, instructions and directions of the Mining Engineer and to the covenants of the lessees herein contained: —

After having first submitted to the lessor full detailed plans with all necessary specifications of proposed excavations, shafts, levels, adits, drifts, pits, stopes, mining and other works, whether upon or below the surface of the ground, and having procured the approval in writing of the Mining Engineer of such plans and not otherwise, from time to time to dig for, mine and obtain the demised metals and ores on the said lands in accordance with such approved plans and not otherwise and (subject to rendering to the lessor the lessor's share of the value thereof as herein provided) to dispose of the same for the lessees' benefit.

4. The lessees shall pay the said annual rent of one dollar as and when payable as aforesaid and shall further render and pay to the lessor during the said term at the times and in the manner hereinafter provided as further rent in addition to said sum of one dollar per annum one-fourth part of the value at the mouth of the mine of all metals and metallic ores produced or obtained by the lessees from the demised premises or any part thereof. IT BEING EXPRESSLY AGREED that for the purposes hereof the value to be determined from assays shall be the full value of each and every saleable constituent of the mineral at the full price which can be realized therefrom, no deductions being made for mining, but freight and treatment charges being deducted.

5. The lessees shall not at any time do or cause or suffer to be done any damage to the surface of the said lot or to any building, structure, erection or appliances or other property of the lessor or of any other person or persons from time to time on said lot, or do or cause or suffer to be done any act or thing which shall let down the surface of the same or any part thereof save only as shall be necessarily involved in carrying on mining operations according to the best and most approved methods of mining and engineering in accordance with said plans approved by said mining engineer as aforesaid and the lessees shall at all times obey, submit and conform to the orders instructions and directions of the Mining Engineer (or his agent or agents from time to time authorized in that behalf) who shall have full power and authority in all respects to superintend, direct and control the operations of the lessees on the demised premises and every part thereof and full power and authority at any time and from time to time to require the suspension or discontinuance of such operations or any of them whenever he shall consider it advisable so to do to ensure the safety of the surface and of all buildings, structures, erections, appliances or property as aforesaid from time to time on said lots as aforesaid, and who shall further have power and authority from time to time and at all times to require the lessees to take such steps, do such work, make such improvements and effect such changes as he may think necessary for the securing of the objects aforesaid, and the Mining Engineer may by himself or his agents revoke any such instructions, orders or directions so given and give different or further or other instructions, orders or directions, all of which shall be equally binding on the lessees.

6. The lessees shall from time to time and at all times make such provision for handling and disposing of the metals and mineral ores mined or procured from the demised premises and for the disposal of the earth, waste rock or other refuse occasioned by the lessees' operations on the demised premises as shall from time to time be required by the Mining Engineer or his agent, and in case of failure by the lessees at any time to promptly and satisfactorily carry out and comply with any of the directions, orders or instructions of the Mining Engineer or his agent under this or the next proceeding clause the lessor shall at its option from time to time have the right

at the cost, charges and expense of the lessees and with or without notice to the lessees to take all such steps and actions and to do and perform all such work as shall appear to the lessor necessary or expedient to make good such failure and to remove or prevent any injury or damage resulting or which in the opinion of the lessor could or might result from such failure.

7. The lessees shall from time to time and at all times keep the lessor indemnified against all actions, proceedings, claims, demands and expenses arising or alleged to arise out of or in connection with the working of the demised premises or any part thereof or with the exercise of the rights, liberties and powers hereby granted or any of them, and the lessees shall not be relieved from such obligation by reason of any approval whether written or verbal of his plans, operations or works by the Mining Engineer or by the lessor or by any other matter or thing, the true intent and meaning hereof being that the obligation of the lessees in reference to the matters in this clause referred to shall be absolute and unconditional.

8. The lessees shall erect, maintain and keep sufficient fences and guards for the protection of man and beast around every shaft or other opening sunk or made on said premises or any part thereof and whenever and so often as any shaft or other working shall have become unnecessary for the further working of the demised premises the same shall be immediately filled up so as to obviate all danger therefrom and to the satisfaction in every respect of the Mining Engineer.

9. The lessees shall maintain and keep in repair all fences and gates around the said lot in so far as same shall or may from time to time be damaged or injured by the lessees, their servants or agents by reason of mining operations or otherwise, all to the satisfaction of the Mining Engineer.

10. The lessees shall from time to time keep all buildings, workshops, engines and fixed machinery, tramways, roads, shafts, drifts, pits and stopes and other works which shall from time to time be constructed, erected, built, placed or made in or upon the said premises for or in connection with the mining or other operations of the lessees in good and substantial repair, condition and working order, and shall from time to time duly and properly secure all shafts, adits and other underground workings with timber props or other effectual means.

11. The lessees shall from time to time make and keep in proper repair for the safe and convenient passage of the lessor, its servants, agents, workmen and all other persons having lawful occasion to go upon the said premises or any part thereof proper bridges, protected by adequate railings or otherwise over any open or unsafe parts of works.

12. The lessees shall pay all provincial, municipal and other taxes which may at any time be assessed or levied against such demised premises or any part thereof or against the improvements thereon or any of them or against the metals or mineral ore the product thereof or any personal property on the demised premises during the continuance of said term in the same way and to the same extent as if the premises above described were owned in fee by the lessees; PROVIDED, HOWEVER, that this shall not render the lessees liable to the payment in respect of any metals or mineral ores obtained or procured from the demised premises of any royalties in favor of the Crown which may at any time under the laws then in force be payable in respect of or chargeable against the metals or mineral ores mined or produced in the Province of Ontario, the intention being that the rentals hereby reserved shall be in lieu of all such royalties.

13. The lessees shall from time to time conform to and observe all sta-tory or other rules for the time being in force so far as they affect or shall may affect the demised premises or any part thereof and shall keep the ssor indemnified against all penalties, damages, proceedings, costs and penses incurred or suffered through or by reason of any breach or non-bservances thereof.

14. The lessees shall from time to time and at all times keep or cause be kept on some convenient part or parts of the demised premises accurate ans and sections on such scale as the Mining Engineer shall direct of all ines and works carried on or remaining open for the time being on the emised premises or any part thereof and of all veins, beds and lodes which all from time to time be discovered therein and shall keep properly and romptly recorded on such plans the progress of all work and shall from time time regularly as work proceeds make systematic mine assays according the most approved methods from time to time in use and shall properly cord all such mine assays on such plans, and shall from time to time as quired furnish the Mining Engineer with duplicates of all such plans toge-er with all such information and particulars as shall enable him to keep mplete and up-to-date records of all work from time to time being done d all systematic mine assays from time to time being made; and shall also all times keep proper and sufficient books of account wherein shall be tered from time to time the several quantities of metals and ores mined otherwise procured from the demised premises with the dates of the produc-on thereof and all other particulars necessary or convenient for ascertain-g from time to time the amount or amounts payable or which should or ght to be payable to the lessor hereunder and shall permit the lessor, its gents or representatives from time to time and at all times to inspect the said lans and books of account and to take copies thereof or extracts therefrom d shall upon the expiration or sooner determination of said lease deliver up l such plans and books of account to the lessor.

15. The lessees shall promptly render to the lessor from time to time ch periodical and occasional statements and abstracts from the books of count of the lessees and otherwise showing all necessary particulars about e operations of said mines in such form and with such particulars as shall may from time to time be required by the lessor.

16. The lessees shall from time to time whenever so required permit e lessor or its agent or agents with or without clerks, surveyors, engineers, iners, workmen and other persons at all reasonable times to enter upon the emised premises or any part or parts thereof for the following purposes or r any other purpose considered necessary by the lessor: —

(*a*) To inspect and examine the demised premises and all buildings, ections, plant, machinery and workings thereon and all ores and metals roduced therefrom for the purpose of ascertaining whether the same are in od and substantial order, condition and repair and whether the operations the lessees are being carried on in a proper manner in accordance with the tent of these presents.

(*b*) To take plans of said workings or any of them.

(*c*) To inspect the machines and methods used or employed on said remises for assaying the produce of the demised mines and to test their curacy in such manner as may seem expedient; and

(*d*) To see and supervise such assays and to take account thereof and take and retain proper samples.

And for the purposes aforesaid or any of them to use free of charge all the shafts, machinery, plant and works in or upon or used in connection with the demised premises and to have all necessary assistance from the miners and others in the employment of the lessees.

17. The lessees shall during the said term work the mines on the demised premises in such manner from time to time as shall so far as possible recover the maximum gross yield of minerals and shall do and perform all work and operations upon the demised premises in a skilful and workmanlike manner and to the satisfaction of the Mining Engineer and according to the best and most approved method of working practised from time to time in similar undertakings in the same district or elsewhere in similar operations so that the whole of the said demised premises may be fully and satisfactorily searched for and the metals and metallic ores thereon mined and got out to the best ultimate advantage, due regard however being always had to the conformation of said lands and to the probable impracticability of working to advantage all parts thereof or all veins crossing the same simultaneously and the lessees shall further prosecute said work continuously save when the same is interrupted by inevitable accident or by strikes or labor disputes or the orders, instructions or directions of the Mining Engineer.

18. If the Mining Engineer shall at any time consider that work and operations are not being prosecuted in the manner and according to the methods aforesaid or that the number of workmen or the quantity or quality of the machinery or other plant or appliances or the quantity or quality of the materials respectively employed or used by the lessees on or for said works and operations to be insufficient, inadequate or unsuited for the bona fide and advantageous prosecution of efficient mining operations on the demised premises then and in every such case the Mining Engineer may by written notice to the lessees require them to carry on work in such manner and according to such methods as shall be indicated in such notice nor to employ or provide such additional or other workmen, machinery, plant or materials as the Mining Engineer may think necessary and in case the lessees shall not within thirty days after the giving of such notice or within such longer period as may be fixed by such notice in all respects comply therewith the lessor may at its option cancel these presents and determine the term hereby granted, whereupon the said term and all rights of the lessees hereunder shall be determined, but without prejudice to the obligations of the parties with reference to anything which shall have occurred prior to such determination; but in any such case the lessees shall have the right of appeal from the decision of the Mining Engineer hereinafter provided for.

19. In case at any time mining operations on said premises shall be suspended for a period exceeding one year the lessor may at its option cancel these presents and determine the term hereby granted, whereupon the said term and all rights of the lessees hereunder shall be determined but without prejudice to the obligations of the parties with reference to anything which shall have occurred prior to such determination.

20. Assays for determining values on which settlements are to be made must at all times be made upon truly representative samples taken by thoroughly competent persons approved of by the Mining Engineer and in manner approved by him and in the presence of the Mining Engineer or his agent duly authorized in that behalf, it being understood that the Mining Engineer shall appoint an agent on receiving due notice and all such samples must be divided into two or more portions, one portion of which shall be kept by the Mining Engineer or his agent for check assay and valuation and in the event of any disagreement the sample reserved for the Mining Engin-

e or if considered necessary by him a new sample taken by him in such nner as he shall think proper, shall be assayed by an assayer selected by te Mining Engineer, whose decision thereon shall be final, subject only to a appeal therefrom to the lessor.

21. The lessor's proportion of the value of all metals and mineral ores served as portion of the rental as aforesaid shall be payable by the lessees the lessor in cash at the head office for the time being of the lessor within enty days from the completion of the assay in respect of any such metals d mineral ores from time to time without any deduction or abatement for mmission, exchange or otherwise except freight and treatment charges as oresaid.

22. The lessee shall not nor will during the said term assign, transfer set over or otherwise by any act or deed procure the said premises or any them to be assigned, transferred, set over or sublet unto any person persons whomsoever without the consent in writing of the lessor first had d obtained.

23. The lessees shall not at any time during the said term build, erect t, place or set up on the said lot any building structure, plant, machinery erection of any kind save such as before their construction or erection shall ve been approved of in writing by the Mining Engineer, nor shall the sees suffer or permit the use of any of the demised premises by any person, m or corporation other than the lessees for any purpose whatever without e consent in writing of the lessor first had and obtained.

24. During the continuance of said term all metals and mineral ores d other freight emanating from or connected with the lessees' business on e demised premises shipped out by or on behalf of the lessees shall be shipd via the railway of the lessor and all supplies and other freight of every ture intended for or connected with the said business shipped in for or by e lessees shall be so shipped via the railway of the lessor and by no other ute provided that no greater toll shall be chargeable to the lessees for any ch transportation than the tolls from time to time charged by the lessor to her parties for transportation of similar freight between the same points.

25. If whenever and so often as default shall be made in payment of y sum payable to the lessor as the lessor's proportion of the value of metals d mineral ores as aforesaid whether payment shall theretofore have been manded or not the lessor may from time to time seize and distrain the goods, attels and effects of the lessees for the time being, in, upon or about the remises hereby demised or any adjoining or neighboring lands or works for e time being held therewith or otherwise used or occupied by the lessees or ay from time to time in respect of any such default or in respect of any efault in payment of any instalment of the said rental of one dollar per nnum seize and distrain all metals and mineral ores produced or obtained by e lessees from and out of the proceeds of the sale or other disposal of such oods, chattels, effects, metals and ores so distrained may retain the share d proportion of the values of all metals and ores or other rental then due the lessor together with such further part thereof as shall be sufficient to over the costs of and incidental to the distress and sale and the lessor's proortion of the value of the metals and ores sold under such distress and pay e residue over to the lessees.

26. If and whenever any moneys for rent, expenses or otherwise payble by the lessees to the lessor shall be in arrear for a period exceeding inety days whether payment of the same shall have been legally demanded

or not or if the lessees shall at any time during the term hereby granted become bankrupt or make an assignment for the benefit of their creditors or take advantage of any act which may for the time being be in force relating to bankrupt or insolvent debtors or if the estates of the lessees shall be put into liquidation under or in pursuance of any such act or in case of the breach of any such covenant on the lessees' part herein contained or in case any such covenant on the lessees' part shall not be performed or observed, and such breach or non-observance shall continue for a period exceeding ninety days then and in any of the said cases, it shall be lawful for the lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine, but without prejudice to the obligations of the parties with reference to anything which shall have occurred prior to such determination.

27. For further assuring the lessor's rights hereunder the lessor shall have the right at any time and from time to time when and so often as the lessor shall think necessary or expedient for the lessor's protection to require delivery to the lessor of all metals and mineral ores produced or obtained upon the demised premises to the intent the lessor, its servants or agents may sort and sell or otherwise dispose of the same and deduct from the proceeds all moneys payable by the lessees to the lessor, including all expenses of and incidental to sorting, sale or other disposal and account to the lessees for the surplus, if any, it being expressly agreed that in every such case the lessor shall not be responsible or liable to the lessees for any loss, injury or damage connected with the transportation, sampling, assaying, sale or other realization of such metals and mineral ores or in connection with the collection and payment of the proceeds thereof save and except any loss, damage or injury occasioned by the wilful default or neglect of the lessor, its servants or agents in that behalf.

28. All remedies hereby reserved in favour of the lessor are intended to be cumulative, and it is agreed that no waiver or waivers by the lessor of any breach or non-fulfilment of any of the lessees' covenants or obligations and no waiver by the lessor of any of its rights hereunder shall apply to or affect any future or other breach, failure or right, save and except the breach, failure or right so waived.

29. If at any time during the said term the veins, seams, beds and deposits of metals or mineral ores on the demised premises shall be fairly worked out and exhausted, or if by reason of anything not due to improper working or to some other fault of the lessees the mines on said demised premises shall become unworkable at a profit then the lessees may determine the said term at the end of any year thereof by giving to the lessor not less than six calendar months' previous notice in writing of the lessees' desire as aforesaid and thereupon provided the lessees shall not then be in default in respect of any payment due hereunder or of any of the covenants or obligations of the lessees hereunder this demise shall absolutely cease and determine, but without prejudice to the obligations of the parties with reference to anything which shall have occurred prior to such determination.

30. At the expiration or sooner determination of the tenancy hereby created the lessor shall deliver up the demised premises with all buildings, fixed machinery, shafts and underground workings, tramways, roads, fixtures and other conveniences which shall then be in, used upon or under the lands in connection with the demised premises in good and substantial repair, condition and working order to the intent that the same may be available for future mining operations on said premises.

31. Should any dispute or difference arise at any time during said term as to the rights, duties or liabilities of the parties hereunder or should any discrepancy appear or any question, dispute or difference arise respecting the true construction, meaning and intent of these presents or of any matter or thing therein contained or should any difference arise between the parties in any other matter in any way touching or arising out of these presents or connected with the premises hereby demised or with operations or dealings affecting or flowing from the same, all such disputes, questions and differences shall from time to time be referred and they are hereby referred to the determination, settlement and adjustment of the Mining Engineer, whose decision from time to time in the premises shall subject only to the right of appeal hereinafter provided for be absolutely final, binding ond conclusive upon the parties.

32. In case the lessees shall at any time be dissatisfied with any requisition or decision of the Mining Engineer hereunder they shall have the right upon giving notice in writing in that behalf to the lessor at its head office within twenty days after the making or rendering of any such requisition or decision to appeal therefrom to a mining expert to be appointed as hereinafter provided. PROVIDED, HOWEVER, that such notice shall clearly set forth the requisition or decision complained of and the grounds of objection to same, such mining expert from time to time to hear any such appeals to be mutually agreed upon between the parties or failing agreement to be designated or appointed by the Chief Justice or Acting Chief Justice for the time being of the Court of Appeal for Ontario on the application of either of the parties hereto after notice to the other and the decision of such mining expert on any appeal shall be absolutely final, binding and conclusive and not open to review by any Court or otherwise, it being expressly agreed that on any such appeal it shall be open to such mining expert and shall be part of his duty in disposing of such appeal to decide how and by whom and in what proportions the costs, charges and expenses of and incidental to such appeal shall be paid including not only the fees and charges of the said mining expert in or connected with the hearing and disposal of such appeal but all or any part of the costs, charges and expenses which the parties or either of them shall suffer or be put to by reason of such appeal and the hearing and disposal thereof, and further that such mining expert shall have full power, right and authority either when rendering his decision on any such appeal or at any time thereafter to assess and fix the amount payable by the one party to the other in respect of such costs, charges and expenses and the amount so fixed as well as any fees or charges of such mining expert payable by one party which shall or may be paid by the other shall be a debt immediately payable by the one party to the other and if payable by the lessor to the lessees may be deducted from any rent or renders thereafter payable hereunder or if payable by the lessees to the lessor shall be taken for all purposes to be additional rental hereunder with reference to which the lessor shall have in addition to all other rights the right to distrain in the same manner as is herein provided with reference to the rent and renders hereby reserved AND IT IS FURTHER EXPRESSLY AGREED that it shall and may be lawful for any such Chief Justice or Acting Chief Justice when designating or appointing such mining expert to impose upon the parties or either of them any and all terms and conditions in reference to any such appeal which shall to him seem proper or to require the lessees to furnish such security and within such time and in such manner as to him shall seem proper for the costs, charges and expenses of and incidental to any such appeal and for the due prosecution of such appeal.

33. The lessor covenants with the lessees that they paying the rent hereby reserved and performing the covenants hereinbefore on their part contained shall and may peaceably possess and enjoy the said demised premises for the term hereby granted without any interruption or disturbance from the lessor or any other person or persons or corporation claiming by, from or under them.

IN WITNESS WHEREOF, the lessor has caused these presents to be executed under its corporate seal and the hands of the proper officers in that behalf, and the lessees have executed under their hands and seals.

SIGNED, SEALED AND DELIVERED
In the presence of,
(Sgd.) D. E. Thompson.

W. Langdon Hayden. (Seal)

Raymond Mancha. (Seal)

The Temiskaming and Northern Ontario Railway Commission. (Seal)

(Sgd.) Sadie Beaton.

(Sgd.) J. L. Englehart, *Chairman.*

(Sgd.) A. J. McGee, *Secretary-Treasurer.*

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THIRD ANNUAL REPORT

OF THE

ONTARIO RAILWAY

AND

MUNICIPAL BOARD

To December 31st, 1908

PRINTED BY ORDER OF
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THIRD ANNUAL REPORT

OF

The Ontario Railway and Municipal Board

TO DECEMBER 31st, 1908

To His Honour J. M. Gibson, K.C.,
Lieutenant-Governor of the Province of Ontario in Council.

In pursuance of section 56 of the Ontario Railway and Municipal Board Act, 1906, the Ontario Railway and Municipal Board beg leave respectively to submit their third annual report.

Railways under the Board's Jurisdiction.

The Board have made a careful examination of all the Acts, both of the Dominion and of this Province, relating to railways in Ontario and have ascertained the Legislative history of each railway. We have as accurately as possible determined what railways are under the jurisdiction of this Board and have set them forth in a schedule in the appendix. We have also set out in the appendix in chronological order all the legislation passed by both the Parliament of Canada and the Legislature of Ontario affecting railways situate wholly or partially within this Province.

In connection with the conflict of jurisdiction between the Dominion and the Province in reference to electric railways, at the request of the Premier, Sir James Whitney, the Chairman gave the views of the Board upon the subject in a letter dated January 17th, 1908. The matter became prominent through a press report, stating that the Dominion Railway Act was to be amended so as to make it clear that no railway operated by electricity should have the right to run on the highways of Ontario without the consent of the municipality.

In the letter to the Premier upon the subject in question the Chairman wrote in part as follows:—"This is all right as far as it goes but if it rests here the provision will be useless to the municipalities. The prohibition against building an electric railway on a highway without the consent of the municipality will necessarily lead to an agreement with the municipality, wherein the rights of the railway and of the municipality will no doubt be defined. The municipality's difficulties will not end here, and this is where the proposed amendment will turn out to be a failure. There is no provision in the Dominion Railway Act for the enforcement of an agreement between a railway and a municipality. The Ontario Railway and Municipal Board Act, 1906, has a provision, which the Dominion Railway Act has not, giving the Board power and jurisdiction to construe agreements between railways and municipalities and enforce them to the extent of taking possession of and running the railway.

"With the proposed amendment to the Dominion Railway Act, a municipality will find itself in a position of having an agreement with the rail-

way company which it cannot enforce and which the company may break with impunity. In fact, as soon as such an agreement is made the municipality will be powerless.

"A remedy for this is for the Dominion Parliament to provide that agreements between the railways and the municipalities should be subject to the jurisdiction of the Ontario Railway and Municipal Board. It may be said, why not leave the enforcement of these agreements to the High Court? The answer to this is that the Courts have no machinery to enforce these agreements. They might give damages, but giving damages is not an effective remedy. The fact is that no electric railway should be declared for the general advantage of Canada and taken away from local jurisdiction.

"In a conference uopn this subject with a prominent Dominion official some time ago, he agreed that the situation was difficult and unsatisfactory, that the Dominion Railway Act was not intended to apply to electric railways at all, that it had no machinery for the regulation of electric railways, and that it contained no power or authority for the enforcement of agreements with the municipalities. His opinion was that there should be a conference.

"It has been suggested that legislation should be procured putting all electric railways under the jurisdiction of the Ontario Board and all steam railways under the jurisdiction of the Dominion Board. The reason why perhaps all steam railways should be under the jurisdiction of the Dominion Board is obvious. The cars of steam roads run from the Atlantic to the Pacific, and being under Dominion jurisdiction uniformity of regulations and of appliance is secured. However this is a point which would require to be well considered.

"I am enclosing you a list of the railways which have been incorporated by the Legislature of Ontario, and which have been declared for the general advantage of Canada. In this list I have marked the electric railways which have either been incorporated or have been declared by theDominion Parliament for the general advantage of Canada. No reason existed for their incorporation by Dominion authority or for the declaration of generad advantage. The roads were not interprovincial or international in any sense, but railways of purely local concern. The declaration of general advantage leads to peculiar results. A railway is incorporated by the Provincial Leigslature. Immediately agreements have been entered into with the municipalities and the road is in operation for some time, on one pretense or another the company gets a declaration from the Dominion of general advantage. This has not the effect of repealing the local legislation. It prevents further Provincial legislation, and it removes the road from the jurisdiction of the Ontario Railway Board. The consequence is that we have Provincial legislation on the statute books and agreements with the municipalities in full force but incapable of enforcement for the reason that the Dominion Act provides no machinery, and the Ontario Railway Board has no power, because the railway has been taken from under their jurisdiction by the declaration of general advantage.

"Further, by the Ontario Railway Act, 1906, an electric railway may only charge a rate of two cents per mile. Under Dominion legislation they are entitled to charge three cents. By getting Dominion legislation the company can evade the fixed and settled policy of the Provincial Legislature that a two-cent per mile rate should prevail."

The Chairman of the Board and C. H. Ritchie, Esq., K.C., were instructed to hold a conference with Hon. A. B. Aylesworth, Minister of Justice, and Hon. G. P. Graham, Minister of Railways and Canals, with a view of having the rights of the Province and the municipalities protected. The conference was held at Ottawa in January last.

The suggestion was made that one way of solving the difficulty would be for the Dominion and the Province to enter into an agreement that all steam railways chartered by the Legislature of Ontario should be subject to the Dominion Railway Act and to the jurisdiction of the Dominion Board of Railway Commissioners, and that all electric railways constructed under Dominion Charters, or which had been declared to be works for the general advantage of Canada, should be declared subject to the jurisdiction of the Ontario Railway and Municipal Board and to the clauses of the Ontario Railway Act relating to electric railways and street railways.

This suggestion was not acquiesced in by the Honourable, the Ministers of Justice and of Railways and Canals, but what they proposed was to amend the Dominion Railway Act so as to enable the Municipalities to enforce their agreements against the Railways. After the conference amendments to that Act were introduced, amongst which was a new section (26*a*), which empowers the Dominion Board of Railway Commissioners to enforce agreements made between the municipalities and the companies so that now the municipalities are no longer at the mercy of the railways in that regard. The verbiage of the new section (26*a*) of the Dominion Railway Act is substantially the same as section 63 of the Ontario Railway and Municipal Board Act, 1906. Other amendments empower the Dominion Board to regulate the operation and equipment of electric railways.

By virtue of the Ontario Act respecting certain railway and other corporations, 7 Edward VII., Chapter 57, any public utility, which includes a railway or street railway incorporated under a general or special Act of the Province, which after the 19th day of February, shall be declared by the Parliament of Canada to be a work for the general advantage of Canada or be absorbed or amalgamated with or controlled or operated by any other company whose undertaking is or has been declared a work for the general advantage of Canada is liable to have its rights, powers, privileges and franchises declared forfeited by the Lieutenant-Governor in Council. Although these amendments to the law of the Dominion and the Province go a long way towards protesting Provincial rights, yet Acts of the Parliament of Canada incorporating or declaring for the general advantage of Canada electric railways that are of purely local concern, and which are in no sense interprovincial or international, should not be passed but should be left to the Province, otherwise the fixed and settled policy of the Government of Ontario to secure to the people a two-cent a mile fare may be frustrated.

Railway Fares.

The tariffs of passenger fares of all railways under the Board's jurisdiction have been submitted to the Board and are in accordance with the law relating to a two-cent per mile rate. Very few complaints have been made by the public as to fares charged by the railways under the Board's jurisdiction. The railway companies, however, experience some difficulty, and both the companies and the public are put to incovenience in making change on the basis of the two-cent per mile rate. The formation of zones on the lines of railways for the collection of fares, and that the fares should be multiples of five has been suggested. The Board are of opinion that an amendment to the Ontario Railway Act could be passed carrying out this idea, which would not increase rates and would be fair to the public and very much more convenient for all concerned.

By-Laws, Rules and Regulations.

All the railways under the Board's jurisdiction have filed, and the Board have approved, their by-laws, rules and regulations except such as are of a private or domestic nature.

Street Railway Conventions.

During the month of October the Board attended the Convention of the Street and Interurban Railway Association of America at Atlantic City. The main object that the Board had in view in attending the Convention was to be present at the meeting of the Engineering Association, and to take part in the consideration of the report of the Committee on Standardization. That Committee recommended the establishment of a standard height of couplers for street and interurban cars, height of platforms and height of car steps, and height of bumpers. The Committee recommended that the height of steps on street cars should be standardized as follows:—height of first step from top of rail not to exceed 17 inches, second step from top of rail 31 inches. Height of rise from top of vestibule floor to floor of car 10 inches.

The Board were accompanied by J. F. H. Wyse, Esq., the Engineer of the Board. The Board were opposed to the recommendations for the height of steps, for the reason that they were too high. Mr. Wyse read a paper upon the subject. An amendment was made to the Committee's report. The final standardization of the height of steps of cars has not yet been carried out.

In November last the Board attended the Convention of The Canadian Street Railway Association held at Ottawa, principally for the purpose of taking part in the discussion in reference to bringing about uniformity in the form of returns from railways in Canada.

The question of uniform returns has lately become prominent in the United States by reason of the action of the Inter-State Commerce Commission endeavouring to procure uniformity in the returns from the railways in the different States. The Inter-State Commerce Commission has no power to compel the furnishing of returns by the different railways for the reason that the railways are under State jurisdiction. The Boards of the different States, however, are agreeing to procure uniform returns from the railways under their jurisdiction and these returns will be furnished by the State Boards to the Inter-State Commerce Commission.

Mr. J. L. Payne, Comptroller, who is charged with the duty of procuring returns to be made by the railways of Canada under the Dominion Railway Act, visited Washington and after a conference with officials of the Inter-State Commerce Commission, undertook to join in the movement by having returns made to the Dominion authorities by the railways in Canada, that would be uniform with the returns procured by the Inter-State Commerce Commission.

The forms of returns that are made by the Canadian Railway Companies to the Dominion authorities have not been revised since they were first issued and are rather antiquated. After a conference with Mr. Payne and hearing the discussion in the Convention, this Board concluded to join in the movement to secure uniformity of returns both in the United States and Canada. As the forms of the returns which this Board devised and sent out to be made by the railways under its jurisdiction, are modern and in conformity with the best up to date practice of company accounting, little or no change will require to be made in our forms. The advantage of uniformity of returns

both in the United States and Canada is obvious. Comparisons of results of management and of operation and other details can be made between the different operating systems in Canada and the United States and for statistical purposes uniformity of returns will be invaluable.

Other questions of interest, such as excluding passengers from the front seats of open cars; height of step; fenders; zone system of fares; standardization of tee rail; taxation of tracks; responsibility for accidents, etc., were discussed at the Convention.

Fenders.

At the invitation of the Public Service Commission of the First District of the State of New York, the Board attended a test of fenders held at Pittsburg, Penn., on tracks and with cars provided by the Westinghouse Company for that purpose. The Board witnessed a test of several fenders. The tests were thorough. The methods of making the tests were the same as those adopted by the Board in the tests which were held in Toronto last year. The Quin Automatic Fender and the Watson Improved Automatic Fender which were approved by this Board, were tested by the New York Public Service Commission at Schenectady. The Jenkins Automatic fender was tested at Pittsburg. The Board are advised that these fenders made a very favourable showing, but as yet we have not received the final result of the tests.

Railway Conditions in Toronto.

During the latter part of 1907, the City of West Toronto undertook the construction of a permanent pavement on Dundas Street and in the course of the work found it necessary to remove, as they had the right to do, the rails and sub-structure of the Toronto Railway Company on that portion of Dundas Street between the easterly limit of the City of West Toronto and the westerly limit of Keele Street. After the new pavement was laid and the rails and sub-structures replaced in substantially the same state and condition as before the commencement of the said improvements, the Toronto Railway Company refused to resume their regular Dundas Street service from the westerly boundary of the City of Toronto to Keele Street in the City of West Toronto, which the Company had been operating under an agreement with the City of West Toronto, dated the 6th of October, 1899.

The City of West Toronto made an application to the Board to compel the Toronto Railway Company to continue the service and on the 8th of January last the Board made an interim order, directing the Company to forthwith commence and until the final determination of the complaint, to continue to operate its regular Dundas Street service along Dundas Street to the westerly limit of Keele Street in the City of West Toronto. The Company complied with this interim Order and continued to operate their cars during the litigation. The case was tried upon its merits and on the 29th of June last, the Board delivered judgment ordering the Company to continue the regular Dundas Street service along Dundas Street between the easterly limit of the City of West Toronto and the westerly limit of Keele Street in the terms of the agreement.

The Toronto Railway Company moved for leave to appeal against this judgment of the Board, to the Court of Appeal but leave was refused by that Court. The Company contend that notwithstanding the refusal of leave to appeal by the Court of Appeal, that an appeal can be had from the

judgment of the Board direct to His Majesty in His Privy Council. A bond has been filed by the Company and allowed as security for the City's costs of an appeal to the Privy Council, if the appeal should be allowed by that Court of last resort.

The judgment and orders of the Board in this matter appear in the appendix.

On the 17 of May, 1907, the Board, on the application of the City based upon section 38 of the contract with the Company, which provides that "cars are not to be over-crowded," after hearing a great deal of testimony in reference to the over-crowded conditions existing in Toronto, and the opinion of several experts called by the City and the Company, came to the conclusion that the only way to cope with the congested street railway conditions in the city was to build new lines and put more cars in commission. The Board, therefore, ordered and directed the Company to construct 15 additional miles of track and build 100 additional new cars to be distributed over the system when the new lines were built.

Shortly after this Order was made Mr. R. J. Fleming the Manager of the Company, notified the City that the Company were ready to construct the new lines, and that no relief from the over-crowded conditions could be given by the Company until the new lines were built, for the reason that no more cars could be put on the lines in the congested district with safety. The Company, having failed to procure from the City, streets on which lines could be built, which would relieve the congested part of the City, made an application to the Board last June to have their rights declared under their franchise agreement of September 1891, and asking that the City should be restrained from interfering with the construction of the Company's new lines in Adelaide Street, from Jarvis to Bathurst Street, upon Bay Street from Front to Queen Street, upon University Avenue from Queen to College Street, upon Richmond from Victoria to Church Street, and upon Wellington Street from Church to York Street, which had been selected by the Company as most suitable for the new lines.

The Company further alleged that the City denied their right to select the streets for the new lines, and was preventing them from constructing their railway, and had thereby committed a breach of the franchise agreement. The application was tried and judgment was delivered by the Board in December last.

The crucial question involved in the application, was, who has the right to select the streets, upon which the new lines are to be built, the City or the Company. The Board held that the Company had the right to select the streets for the new lines and further found that the City had denied such right and had prevented the Company from constructing their railway upon the streets above selected. The Board enjoined the City, their officers, servants and agents, from preventing the Company from constructing the new lines. The city do not acquiesce in the judgment of the Board and have served notice of an application for leave to appeal to the Court of Appeal. According to a press report the Manager of the Company states that he will not build his lines until the Company's right to the streets is settled if necessary by His Majesty in His Privy Council. In the meantime while these appeals are pending, the public are suffering from the same over-crowded conditions which they have endured for several years. The Board's reasons for judgment as well as the formal judgment appear in the appendix.

The Toronto Railway Company report that during the last year they have extended their track on Richmond Street from Victoria to Church Street with 90 lb. girder rails and have renewed the intersections at Carlton and College Streets with 90 lb. and 108 lb. rails, replacing 69 lb. and 87 lb.

rails. They have relaid over 5 miles of track replacing 56 lb. and 70 lb. rails with 90 lb. steel, and have put in commission 41 new double truck 4 motor convertible cars. Besides these improvements they have spent on their electrical equipment and over-head structure and on their buildings a large amount of money. The old fenders, on nearly all the cars of the system have been replaced by the Jenkins Automatic or Watson improved, pursuant to an order of the Board made last May. The few remaining cars, will have the fenders changed as rapidly as the fenders can be made.

London Street Railway.

This Company has spent $26,246.00 during the last year on track and roadway, power plant equipment, cars and other miscellaneous improvements

Sandwich, Windsor and Amherstburg Railway.

This Company report that they have spent during the last year, $15,-186.81 in improvements to their plant, tracks and power house.

International Transit Company.

This Company spent in track extensions, derailing and signal appliances, cars, repairs to switches, diamond crossings and other miscellaneous improvements, the sum of $2,223.72. The Company's track, over head structure, cars and buildings are maintained in good repair and condition.

The Berlin Street Railway.

The Berlin Light Commissioners, Street Railway Department, during the last year have spent on track extensions, improvements to rolling stock, over-head structure, and building new car barn and installing a generator for storage battery, and the purchase of a lot for their car barn, the sum of $12,351.45.

St. Thomas Street Railway.

This railway is owned and operated by the City. The General Manager of the Street Railway Department reports that the City has spent for track extensions, track improvements, overhead construction and rolling stock, the sum of $6,069.88.

The Toronto Suburban Railway Company.

During the last year this Company have spent on improvements to their road, in track improvements and repairs to overhead structure, on cars and trucks, buildings and repairs to bridges, $6,908.08.

Hamilton, Grimsby and Beamsville Electric Railway.

This Company, during the last year, have spent on extensions to sub-station equipment $1,968.90.

South-Western Traction Company.

The extension of this Railway from St. Thomas to Port Stanley on Lake Erie has been completed.

An application was made to the Board by the Village of Port Stanley complaining that the Company had not filled in between the rails and for

eighteen inches in the outside, with sufficient ballast so as to bring the surface of the street to a level with the rails, and that the street in consequence was dangerous to the travelling public. The Board held a sitting at St. Thomas in September last, and after an inspection of the Railway, made an order that the Company should with all reasonable dispatch put their road in Port Stanley in proper condition.

The Vice-Chairman on the 29th of December inspected the road from St. Thomas to Port Stanley, and reports that it is well graded up its entire length in the Village of Port Stanley to the shore of Lake Erie. The Company have their road well equipped with new, first-class, up-to-date cars, and are giving a very excellent service from London through St. Thomas to Port Stanley.

Other Railways.

None of the other Railways under the Board's jurisdiction have reported any extensions or special expenditure for repairs.

Most of them, for instance the Guelph, the Galt, Preston & Hespeler, the Ottawa Electric and the Sarnia Street Railway, are maintained in an efficient state of repair and are giving a good service to the public. Some few roads, however, are only in fair condition.

Port Arthur Street Railway.

The arbitration, provided for by the Statutes of Ontario 1908, 8 Edward VII, chapter 80, was held by and before the Board and an award was made in pursuance of that Act and the agreement thereby validated in July last. The Board awarded that Fort William should pay to Port Arthur $52,000 for the railway and equipment within the limits of the city of Fort William.

The two cities entered into an agreement in reference to and in lieu of the anticipated profits which Port Arthur was entitled to for the right to operate the Street Railway in Fort William for the unexpired term of the franchise which was terminated by the above Act. This agreement was incorporated in the award. An action was brought by a ratepayer of Port Arthur to set aside the award on the ground amongst others, that the agreement entered into between the two cities in lieu of anticipated profits was ultra vires of the Corporations to make. The action failed and was dismissed with costs. The award appears in the appendix.

The agreement between the cities which was validated by the above mentioned Act, provided that the Railway should be managed by a Board of five Commissioners, two to be appointed by the Board of Commissioners of each city from amongst themselves, and the fifth Commissioner to be selected by the Commissioners so appointed, and in case of disagreement to be appointed by this Board. After the appointment of the two Commissioners by each City, such Commissioners disagreed as to the fifth Commissioner, and this Board at the request of both cities on the 17th of September last, by order appointed Hugh O'Leary, Esq., Judge of the District Courts of the District of Thunder Bay, the fifth Commissioner referred to in subsection *a* of section 4 of schedule *b* to the Statute aforesaid. The old Board of Port Arthur applied to the Court of Appeal for leave to appeal from this order, but such leave was refused.

After the appointment of the fifth Commissioner and the constitution of the new Board, the old Board of Port Arthur refused to hand over the railway in Port Arthur and Fort William to the new Board, and on the application of the new Board of Commissioners, this Board made an Order on the

7th day of November that the old Board of Port Arthur should forthwith deliver possession of the Railway and its appurtenances, together with its books and offices, to the new Board. This order having been disobeyed by the old Board of Port Arthur, this Board on the 13th November last made an order to the Sheriff of the District of Thunder Bay to put the new Board of Commissioners into possession. The Sheriff duly executed the order of this Board, and put the new Board of Railway Commissioners in possession of the Railway and its appurtenances. Notice of an application for leave to appeal to the Court of Appeal against these two last mentioned orders has been given by the old Board of Port Arthur.

Sunday Cars in Port Arthur.

In June last the Honourable, the Attorney-General, at the instance of the Lord's Day Alliance, applied for leave for Thomas Tod to take proceedings to recover against the City of Port Arthur penalties provided by the Ontario Railway Act, 1906, section 193, subsection 3, for operating street cars in that City on Sunday. The penalties sought to be recovered amounted to upwards of $11,600.

Port Arthur urged that by virtue of the Act of 1893, 56 Victoria Chap. 78, section 1, and of an agreement made thereunder with the City of Fort William that Port Arthur had the right to operate cars on Sunday.

The Board declined to decide the question of right, but withheld leave to bring the action and adjourned the application sine die until Parliament, at its coming session, has had an opportunity to remove the doubt, if any, that may exist as to Port Arthur's right to a Sunday car service. The reasons for the judgment of the Board appear in the appendix.

Assessment Appeals.

The Board have disposed of seven appeals from the Courts of Revision of the Province during the last year. In none of the cases have the parties appealed to the Court of Appeal against the Board's judgment.

Municipal Finance.

The Board last May issued a circular to the municipalities, strongly advising them to call a halt in municipal expenditure. In addition to this, in all applications to the Board, for the approval of by-laws providing for the extension of public utilities, the Board were careful to have it demonstrated to them, that beyond any doubt the extensions were absolutely necessary and in the public interest, and that the revenue, to be derived from the new works, would pay the debenture debt and interest. As a consequence municipal corporations during the last year have been very economical, and conservative, in their expenditure for public improvements.

The Board have been waited upon, and consulted by a number of deputations, composed of municipal representatives and officials, and have had a great deal of correspondence in reference, not only to the extention of their public utilities, but also in regard to their financial affairs, with a view to having their finances put upon an improved footing. In many instances, the difficulties arose from the expenditure exceeding the tax levies which resulted in floating debts which they had to have carried in the Banks. In other cases, municipalities had failed to levy for sinking funds, and in some instances had diverted them. The Board, in every case, where relief could be had by submitting a by-law to raise the necessary funds to put the

finances of the municipality on a proper footing, firmly advised the submission of a by-law to the ratepayers, rather than a short cut to the Legislature for relief. Municipal representatives, being the trustees of the taxes levied on the people, should not be encouraged to apply to the Legislature for private legislation to extricate them from difficulties, often of their own making, the result of extravagance or bad management, instead of submitting them to the ratepayers. Of course in cases where a readjustment or consolidation of the municipality's debenture debt is necessary, and would effect a saving to the taxpayers, an appeal to the Legislature is wise and expedient and relief should be granted in proper cases.

Municipal Securities Act.

At the last session of the Legislature the Ontario Municipal Securities Act, 1908, was passed. This Act gives the Board jurisdiction to cure irregularities in the proceedings prior to the final passing of a by-law, or in the by-law itself, if in the opinion of the Board, the provisions of the Act, under the authority of which the by-law was assumed to be passed, have been substantially complied with. The Act also gives the Board power to validate the debentures issued under the authority of a by-law, and to declare such debentures valid and binding upon the municipality, and upon the property liable for the rate imposed under or by the by-law. Upon the debentures being certificed by the Board their validity cannot be questioned in any Court on any ground whatever.

There have been fifty-five applications made to the Board under this Act for the validation of by-laws and debentures. Of these applications twenty-five were to cure irregularities, which, were it not for the jurisdiction conferred on the Board, could only have been validated by an Act of the Legislature. The issues of debentures validated by the Board since the 14th of April last, when the Act came in force to the end of 1908, amount to nearly a million dollars. Many of the by-laws provide for the payment of the sinking funds into the Treasury of the Province.

A great many applications were made to the Board, although there were no irregularities in the by-laws or debentures, in order to procure the certificate of the Board, and thus enable the municipalities to obtain the highest market price for their securities, and to facilitate their sale, and make their transfer more convenient and inexpensive. Not only have the municipalities received a better price for their securities, but a great saving of expense has been effected by the Act. It is estimated that the enhanced price and the saving in expenses to the municipalities will amount to thousands of dollars in each year.

Annexations of Territory.

Fourteen applications to approve of the annexation of additional territory to cities and towns were made to the Board in 1908. The orders made in connection with these matters appear in the appendix.

Several applications to the Board failed, for the reason that the petitions were not signed by the majority of the ratepayers, in the area to be annexed. The Board require to be careful, that the petition is properly signed, for the reason that it is the foundation of the Board's jurisdicion. If a petition is not signed by the majority of the ratepayers as required by the Act, any ratepayer might refuse to pay his taxes, allow his property to be seized and in a replevin action test the validity of the annexation proceedings.

Municipal Telephones.

In pursuance of section 14 of the Local Municipal Telephone systems Act, 1908, the Board prepared a Specification fixing the Standard requirements of Telephone Systems to be installed under that Act. The Specification appears in the appendix.

Reports to the House.

In pursuance of Rule 61*a* of the House, the Board made enquiry and reported on five financial bills that were introduced at the last session of the Legislature.

Applications to Board.

There have been 202 applications made to the Board in 1908: of these 193 have been heard and 9 are still pending.

All the cases that were pending and untried by the Board at the date of the last report have since been disposed of. The cases now pending will be disposed of by the Board as soon as the parties apply for an order fixing the time, place and manner of trial.

The amount of revenue collected by the Board in stamps for the year 1906 was $134.50, for 1907, $703.00, and for 1908, $1,640.50. Total $2,478.00.

Public Utilities.

Forms for returns were sent out to all the municipal corporations operating public utilities in the Province. In the majority of cases the forms sent out have been completed and returned to the Board. The returns have been tabulated and appear in the appendix.

In the report submitted by the Board for the year 1907, attention was directed to the difficulty experienced in obtaining from some municipalities adequate information relating to public utilities operated by them. In some cases municipal officers frankly confess their inability to supply the information required by the Board, advancing the plea that the systems of accounting and of record keeping in operation, preclude the possibility of furnishing much essential data sought by the Board.

In some cases municipal clerks disclaim any responsibility in furnishing information to the Board, asking the Board to designate the Statute under which the Board puts upon them the additional work incident to preparing reports of the operation of public utilities. The Board therefore again express the opinion that in the public interest, a uniform up-to-date system of accounting and record keeping, should be installed in every municipality operating public utilities, so that every municipality will have at hand all the material necessary to furnish to the Board from year to year, the vital data relating to the receipts and outlays, in the operation of public utilities, and all statistics necessary to an intelligent analysis and study of the working of such utilities, in order that comparisons may be made with the results attained by other municipalities.

The Board renew the recommendation that it be given authority to install a uniform system of accounting in all municipalities operating public utilities, so that they may be able to effectively carry out the provisions of Section 57 of the Ontario Railway and Municipal Board Act.

Railway Returns.

Returns have been made by the different railways under the Board's jurisdiction on the forms transmitted to them by the Board. A tabulated statement of such returns appears in the appendix.

Accidents.

During the year all the railways under the jurisdiction of the Board have made reports of acidents in the form required by the Board's Regulations. A tabulated statement of accidents appears in the appendix, which shows that 26 persons were killed and 391 persons injured.

Two accidents of a serious character, one happening in Ottawa and the other in Dundas, were investigated by Mr. Wyse, the Board's Engineer. His reports appear in the appendix.

In connection with the Ottawa accident the Board sent out circulars to all the electric railways under our jurisdiction, notifying them that a session of the Board would be held and unless good cause was shown, the Board would proceed to pass a regulation prohibiting electric and street railways from allowing passengers to occupy the front seat or any portion of the space on the front of open motor cars. This circular was also sent to the representatives of municipalities in which electric railways are operated.

The result of the conference between the Board and the representatives of the municipalities and the railway companies, was to convince the Board that to pass a general regulation, without discrimination, prohibiting electric and street railways from allowing passengers to occupy the front seat on open motor cars was impracticable, and would in many instances be oppressive. Conditions differed so much in each locality that it was obvious to the Board that the only reasonable and practicable course to pursue was to request each company to pass a regulation, subject to the approval of the Board, regulating the occupation by passengers of the front seat of open motor cars, which would meet the local circumstances and which, at the same time, would be an adequate protection to the public.

Record of Meetings of Board.

A record of the meetings of the Board and an abstract of the proceedings, together with the reasons for judgment and formal judgments of the Board appear in the appendix.

Compendium of Acts, Rules, &c.

The Board have included in the appendix a compendium consisting of the Ontario Railway and Municipal Board Act, 1906, and amendments; the Ontario Railway Act, 1906, and amendments; the Ontario Municipal Securities Act, 1908; a memo of Acts under which the Board exercise jurisdiction in reference to the annexation of territory, the approval of by-laws for the extension of waterworks, electric light and municipal gas works, the approval of by-laws increasing the rate of interest on debentures, the approval of by-laws for leasing or selling part of a road along any river or stream, or along any lake; the Rules of Practice and Procedure, Regulations and Specifications and forms of the Board, and the tariff for stamps.

We are convinced by reason of the great demand for the Acts under which we exercise jurisdiction, and for the rules and forms, from Municipal Clerks and others, that this compendium will be a great convenience to those having business before the Board.

The Honourable, the Attorney-General, at the request of the Board, instructed J. W. Mallon, Esq., the Inspector of Legal Offices, to make an inspection of the Board's books, records, and documents. Such inspection was made and Mr. Mallon's report appears in the appendix.

All of which is respectfully submitted.

Dated this 31st day of December, A.D., 1908.

Sgd. James Leitch.
Chairman.
Sgd. A. B. Ingram,
Vice-Chairman.
Sgd. H. N. Kittson,
Member.

APPENDIX.

Procedure File No. 37.

Re the Hamilton Street Railway Strike.

May 26. Amendments to agreement having been submitted by the Hamilton Street Railway Co. and its employees for approval, Board considers and approves same.

Memorandum of Agreement made and entered into this twenty-third day of May, 1908.

Between: The Hamilton Street Railway Company, hereinafter called "The Company" of the first part, *and* The Amalgamated Association of Street and Electric Railway Employees of America, Division No. 107 of Hamilton, Ontario, hereinafter called "The Association" of the second part.

Whereas the parties hereto entered into this agreement under date of December 6th, 1906, which said agreement received the approval of the Ontario Railway & Municipal Board.

And whereas it is the mutual desire of the parties hereto to make an alteration in the said agreement so that junior men in the service shall get nights off every third week.

Now therefore this agreement witnesseth that the above recited agreement shall be amended as follows:

Sec. 6 A. All runs shall be scheduled and divided in such manner as shall give to the junior men nights off every third week except those on early and late runs, these runs to remain as at present.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, in the presence of
Sgd. D. N. Miller.
Sgd. Alex. Lamond.
Sgd. C. K. Green, Mgr.
Sgd. George Cairns,

Pres. Div. 107 A.A.S.E.R.E.A.

The Ontario Railway and Municipal Board.

Between: The Hamilton Street Railway Company, hereinafter called "The Company" of the first part, and The Amalgamated Association of Street and Electric Railway Employees of America, Division No. 107 of Hamilton, Ontario, hereinafter called "The Association" of the second part.

The Board hereby approves of the within agreement, dated the twenty-third day of May, 1908, signed by Mr. C. K. Green, Manager of the Hamilton Street Railway Company, and Mr. George Cairns, President Division No. 107 A. A. S. E. R. E. A.

Dated this twenty-sixth day of May, A.D. 1908.

Sgd. James Leitch,
Chairman.
Sgd. A. B. Ingram,
Vice-Chairman.

RECORD OF MEETINGS AND ABSTRACT OF PROCEEDINGS OF BOARD DURING YEAR, 1908.

Procedure File, No. 57.

In the Matter of The Toronto Railway Company. Steps of cars.

Sept. 10. Application filed-Appointment for hearing 24 Sept. 1908, 2.30 p.m.

Sept. 11. Notice of application and appointment dispatched to Railway Companies under the jurisdiction of the Board.

Sept. 24. Hearing at 2.30 p.m. pursuant to appointment. This application dismissed as to railways operating in municipalities other than Toronto, London & West Toronto; other applications may however be brought before Board in respect of such railways. Hearing adjourned to Wednesday, Oct. 28, 2.30 p.m.

Oct. 28. 2.30 p.m. Hearing continued and adjourned sine die, pending experimental trials of extra step, etc.

Dec. 19. Board on application of Railway Company appoints Tuesday 22nd inst. 2.30 p.m. for view of car fitted with 3 steps. City Solicitor and Dr. Helen MacMurchy are notified by Board of such view.

Dec. 30. Board's Engineer files 2 photos of summer car 1,282 fitted with three steps.

Application.

The applicant is a physician practicing in the city of Toronto.

The respondents are street and electric railway companies operating in the City of Toronto and other municipalities in the Province of Ontario and are under the jurisdiction of the Ontario Railway and Municipal Board.

The Board have power under section 19 of the Ontario Railway and Municipal Board Act, 1906, as amended by the Statutes of Ontario, 1908, 8 Edward VII., Chap. 46, sect. 1, to make regulations with respect to the steps of cars so as to provide for the due protection, comfort and convenience of the public.

The respondents, the Toronto Railway Company, and to the applicant's personal knowledge and according to her information and belief, other companies in other towns and cities in the Province of Ontario are operating cars the steps of which are so high from the ground that the same are not only a menace to the safety of, but are exceedingly uncomfortable and inconvenient for the public.

This application is filed for the purose of having a Regulation or Order made by the said Board fixing the height of the first step of street and electric railway cars from nine to twelve inches from the ground and the other steps with a rise from seven to nine inches one above the other.

This application will be heard by the Board after ten days from the service thereof in such manner and at such time and place as the Board may direct.

This notice is given by Helen MacMurchy of the City of Toronto in the County of York, physician, the above named applicant, in person.

Dated this 9th day of September, A.D. 1908.

(Signed) HELEN MACMURCHY.

Take notice that the Board will hear the above application at the Parliament Buildings in the City of Toronto on Thursday the 24th day of September, 1908, at 2.30 p.m. And further take notice that unless you attend at the time and place aforesaid, the Board will make such disposition of the application as may seem just and reasonable upon the applicant's own showing.

Dated this 10th day of September, A.D. 1908.

(Signed) H. C. SMALL,
Secretary of the Ontario Railway
and Municipal Board.

PROCEDURE FILE, No. 58.

Re Annexation of Brooke to Owen Sound.

Sept. 21. Petition for annexation, filed.

Oct. 14. Petition returned to Petitioners' Solicitors, (they wish to obtain sufficient signatures to make a majoriy of ratepayers.)

Nov. 3. Additional petition for annexation filed.

Nov. 4. Wednesday 18 Nov. 1908 at 11 a.m. at Court House. Owen Sound, appointed for hearing.

Nov. 18. Hearing 11 a.m. to 12 a.m. View 1.30-2.30 p.m. Hearing 2.30 p.m.-5 p.m.

Nov. 18. Board decrees annexation on terms agreed on between Counsel Board's Order to be subject to ratification by Legislature—this owing to question of sufficient density of population.

Moved by John Budge,

Seconded by Robert Greig.

That whereas certain ratepayers of that portion of the Town Plot of Brooke lying east of Albert Street and that part of the Township of Sarawak composed of lots 10, 11 and 12 in the 3rd concession of the said Township, have petitioned the Ontario Railway and Municipal Board for the annexation of the same to the Town of Owen Sound.

And whereas that part of the said Township of Sarawak and the town plot of Brooke sought to be annexed to Owen Sound have no water works for domestic use or fire protection and have neither electric light or gas as supplied to the Town of Owen Sound and have no power system of sewerage.

And whereas the interests of the people of that part of the Town Plot of Brooke and that part of the Township of Sarawak are more closely identified with those of the Town of Owen Sound than with those of the Township of Sarawak in general.

Therefore be it resolved that this Council is favourable to annexation to Owen Sound of that portion of the Town Plot of Brooke lying east of Albert street and that a copy of this resolution be sent to the Ontario Railway and

Municipal Board asking them to take the necessary steps to carry out such annexation upon such terms as to the said Board may seem just and proper for all parties interested therein.

Carried in open Council this 31st day of October.

(Sgd.) Thomas McClelland,
Reeve.

(Sgd.) W. M. Morrison,
Clerk.

Certified to be correct.

Copy of Resolution passed by the Town Council of the Town of Owen Sound on the 10th day of August, 1908.

Moved by Mr. Harrison F. W. Seconded by Mr. Davis.

That whereas the Town of Owen Sound extends down the easterly shore of the bay for over three miles and all the greater portion lying adjacent to the Town is now practically filled up with factories and railway yards, so that in the event of any industries desiring to locate in the Town along the water front, the Town has no place to offer them.

And whereas equally valuable property lies along the westerly shore of the Bay which is not being utilized and which would be a valuable acquisition to the Town.

And whereas the portions of the Town Plot of Brooke and Township of Sarawak lying along the westerly shore of the Bay and adjoining the Town of Owen Sound, containing a population of about fourteen hundred people (have no waterworks) have no waterworks for domestic use or fire protection, and have neither electric light nor gas as supplied to the people of the Town of Owen Sound, which the people of the Town Plot of Brooke and Township of Sarawak as specified are desirous of obtaining.

And whereas the interests of the people of the Town Plot of Brooke are more closely identified with the Town of Owen Sound than with the Township of Sarawak.

Therefore be it resolved that this Council is in favour of annexing that portion of the Town Plot of Brooke lying east of Albert Street, also that portion of the Township of Sarawak known as the easterly part of lots 10, 11 and 12, 3rd. Concession of the Town of Owen Sound and that this resolution be sent to the Ontario Railway and Municipal Board asking them to take the necessary steps to annex the aforesaid part of the Town Plot and lots belonging to the Township of Sarawak to the Town of Owen Sound on equitable terms, it being understood that a petition is to be signed by a majority of the ratepayers of the lands to be annexed as required by statute, in support of this annexation, and to be forwarded to the Ontario Railway and Municipal Board. But it is understood that the terms of annexation as fixed by the said Ontario Railway and Municipal Board if deemed advisable by either or both of the respective Councils, may submit it to their electors for their approval before it shall become operative. (Carried unanimously).

To the Ontario Railway and Municipal Board.

The Petition of the undersigned rate-payers of that portion of the Townplot of Brooke lying east of Albert Street and of lots 10, 11 and 12, 3rd. concession, Township of Sarawak, humbly sheweth.

1. That for several years past there has been more or less public discussions as to the question of uniting part of the town plot of Brooke with the Town of Owen Sound.

2. That on more than one occasion the Municipal Corporations of the Town of Owen Sound have passed resolutions favouring the union of part of the said town plot of Brooke and the said Town of Owen Sound.

3. The interests of the people of the town plot of Brooke are more closely identified with the Town of Owen Sound than with the Township of Sarawak which Township the town plot of Brooke now forms part of.

4. That it is desirable not only from a sanitary standpoint, but also from the standpoint of fire protection and otherwise that the portions of the town plot of Brooke and Townships of Sarawak as specified should be annexed to the Town of Owen Sound.

5. Therefore your Petitioners Humbly Pray that your Honourable Board may take the necessary steps to add that part of the town plot of Brooke lying easterly from Albert Street and lots 10, 11 and 12, concession 3, Township of Sarawak, as aforesaid, to the Town of Owen Sound.

Dated at Owen Sound, this 11th day of August, A.D. 1908.

Procedure File No. 69.

Re Application by Grand Trunk Pacific Ry. for Ontario Subsidy for its Lake Superior Branch (200 miles N.Wly. from Ft. William) under Section 2, Chap. 18, Stats. of Ont. 1904.

May 13. Amended plans filed for approval.

June 1. Chief Engineer's declaration re Revised Location Plans filed.

June 8. Report of Board's Engineer (J. H. Devey) on Plans and Profiles of revised location, received, including comparison with old location, &c., &c.

Engineer's Report.

Gentlemen,—In compliance with your instructions of May 17th, to report to you on the changes shown by revised location, lately filed, from the original location plans filed with your Board, I have the honour to report.

Changes in Alignment.

Re Mile 9 *to Mile* 10. The line shown by the revised location runs some 220 feet north of that shown by former filing, but curves used are of same degree as by former filing, and the grades not thereby disadvantageously affected. By this change Bridge No. 7 is now crossed on a tangent instead of on a 4 degree curve, as necessitated by former filing.

Re Mile 26, 1-600 *feet to Mile* 27, 1,1500 *feet.* Line moved north of former filing, same curve used and greatest offsett is 100 feet.

Re Mile 27¾ *to Mile* 29. Slight shift to north, greatest offsett 30 feet, Bridge No. 15 now crossed on 3 degree curve, whereas by former filing, Bridge was crossed on a tangent, this change gives a somewhat better alignment.

Re Mile 29 1-3. The alignment has here been improved.

Re Mile 32-33. The alignment has here been improved.

Re Mile 42¾ *to Mile* 45. Line runs north of former filing, crossing the Oskondige Creek some 1,300 feet further north than formerly. Greatest offsett 2,700 feet, opposite 5 degree curve, but again joins the former filing at mile 45, this change has necessitated a 5 degree curve, whereas by former filing 4 degree curve was used, but it has also enabled a 2 degree curve to be substituted for a 4 degree at another point.

Re Mile 46½. Line moved slightly to south of that shown by former filing but makes no material difference.

Re Mile 45, 2,500 *feet*. Slight change to north and then to south but does not make any material difference.

Re Mile 48¾. At this point line runs north from former filing and again joins former filing at mile 52½.

Re Mile 49. 1 degree 30 feet curve has been moved forward and 150 feet to north and continues north of former filing.

Re Mile 50. 1 degree 30 feet curve substituted for 1 curve and line runs 120 feet north of former filing.

Re Mile 51. Line runs 100 feet north of former filing and whereas two 4 degree curves joined by tangent were used in former filing, the present line shows a compound curve of 4 degrees and 1 degree 30 feet curves.

Re Mile 52. At this point the line closely follows the former filing.

Re Mile 52½. At this point the line again joins former filing.

Re Mile 146-148¼. Line to north of former filing, but has not materially affected the grade, curve has been decreased by using 1 degree 30 feet instead of a 2 degree curve as by former filing.

Re Mile 153. Line runs to south of former filing, greatest offsett 250 feet, shows some improvement in alignment.

Re Mile 154-157. Line runs to north of former filing, which change appears to be caused by Lakes Mudd and Perch. Greatest offsett 500 feet. This deviation calls for an additional 2 degree curve at Mile 155, but causes a 6 degree 38 feet curve to be taken out and replaced by a 5 degree curve and 1 degree curve at Mudd Lake, at Mudd Lake the offsett is 900 feet.

Re Mile 158-160. Alignment somewhat altered but closely follows former filing, except for some alteration at curves.

Re Mile 165-166. Alignment somewhat altered seems to give better crossing at Jarvis Lake.

Re Mile 171. Line runs to north of former filing, at Elbow Lake but this change is not of importance.

Re Mile 179-182. A slight deviation here causes the curve to be somewhat reduced in one instance, caused by Bear Lake and Lookout Lake.

Re Mile 185-187. Alignment altered somewhat and shows a deviation to south at Mile 186, Mudd Lake. Greatest offsett 700 feet, but again crosses former filing 186½.

Bridge 71 is here crossed by a 4 curve instead of on a tangent as formerly.

Re Mile 189¼ *to* 191½. Alignment somewhat improved round Abram Lake.

Re Mile 175. Alignment somewhat improved.

Re Mile 199. Slight change where this location joins the national Transcontinental Railway.

Curves.

Re Mile 13, 700 *feet*. Position of curve somewhat altered.

Re Mile 29, 1,600. Curve changed from 5 degrees to 3 degrees.

Re Mile 43, 2,800. Curve changed from 5 degrees to 4 degrees.

Re Mile 44. About this point curve changed from 4 degrees to 2 degree.

Re Mile 49½. Position of curve changed and moved west.

Re Mile 50. Curve changed from 1 degree to 1 degree 30 feet.

Re Mile 51. Whereas formerly two 4 degree curves were used and joined by tangent, the tangent has been done away with, and a compound curve 2 degrees, 5 degrees and 1 degree 30 feet has been used and appears to give better alignment.

Re Mile 52. Original 4 degree curve has been somewhat altered by the addition of 2 degree curve at each end, this change would possibly give a better crossing on Bridges 28 and 29.

Re Mile 52½. Original 4 degree curve has been altered by addition of a 2 degree curve at each end and would possibly give a better crossing at Bridge 30.

Re Mile 146-148¼. The alteration at this point has caused 1 degree 30 feet curve to be used instead of 2 degree curve.

Re Mile 155. This change has caused an additional 2 degree curve to be used, but does away with a 6 degree 38 feet curve and substitutes a 5 degree curve and 1 degree curve at Mudd Lake.

Re Mile 158½. Here a 5 degree curve has been substituted for 3 degree curve as shown by former filing.

Re Mile 190. Here 5 degree curves have been substituted for 4 degree curve as shown by former filing.

GRADES.

Re Mile 5-7. On this section of the line I find the grade changed from former filling but improved.

Re Mile 7½. Grade changed and improved.

Re Mile 8-9. Grade changed and improved.

Re Mile 19. Grade changed and improved.

Re Mile 25, 2,200. I find at this point the grade has been broken on a 4 degree C.

Re Mile 26½. Grade changed and improved.

Re Mile 26-27. Bridge 14, from profile it appears to me that the grade would be improved if somewhat altered.

Re Mile 27-28. Grade broken on 3 degree curve.

Re Mile 29-30. Grade broken on 3 degree curve.

Re Mile 30. Grade broken cent bridge 17.

Re Mile 47. Grade broken on point of compound curve.

Trestle 27. Grade broken cent trestle on 1 degree 30 feet curve.

Re Mile 50, 2,000 *feet*. Grade broken cent 1 degree 30 feet curve.

Re Mile 51, 640. Old profile shows somewhat better grade, could be improved by showing more continuous grade and reducing grade on bridge 28.

Re Mile 52. Grade broken cent bridge 29.

Re Mile 79. Grade broken cent 1 degree C.

Re Mile 103½. Grade broken at centre of bridge, .6 per cent. grade joins a level grade.

Re Mile 113½. The grade is here broken three times on curve.

Re Mile 116. Grade broken on 2 degree 30 feet curve, where .3 per cent. grade runs off from a level grade.

Re Mile 120. Grade broken on 1 degree curve, the two grades being .35 and level.

Re Mile 122. Grade broken on 4 degree curve, .4 per cent. grade joins level grade.

Re Mile 129¼. Grade broken on 2 degree curve, .2 per cent. grade joins level grade.

Re Mile 134½. Grade broken on 2 degree curve, level grade joins .2 per cent.

Re Mile 136¾. Grade broken on 1 degree curve, .1 per cent. grade joins .2 per cent.

Re Mile 138. Somewhat altered and improved.

Re Mile 138¾. Somewhat altered and improved.

Re Mile 139½-*Mile* 140. Grade altered and improved.

Re Mile 143. Bridge No. 50 is now crossed on .4 per cent. grade, whereas by former filing, was crossed by .3 per cent. grade.

Re Mile 143¾. Grade broken centre 2 degree curve, here a descending grade of .36 per cent. joins an ascending grade .4 per cent.

Re Mile 144, 1,400 *to Mile* 145, 1,400. Grade changed somewhat, possibly to decrease filling.

Re Mile 145. Grade broken at end of siding.

Re Mile 145½ *to* 147½. Grade changed and not improved, probably to average cutting and filling.

GRADES.

Re Mile 151½. A this point whereas there was by former filling a continuous level grade, the present profile shows that 800 feet of .21 per cent. has been inserted into the former level grade. This change gives a down grade before crossing Bridge 53, whereas this was formerly a level approach.

Re Mile 153½. Bridge now crossed on .084 per cent. grade whereas by former filling was 2 per cent., then 2 per cent., then 4 per cent.

Re Mile 156. Grade altered and improved.

Re Mile 156½. Grade altered from .28 per cent. to .4 per cent.

Re Mile 158. Slight alteration of no account.

Re Mile 158¾. Grade altered from .15 per cent. to .4 per cent.

Re Mile 160. Grade altered but not materially affected.

Re Mile 160½. Whereas formerly this was level grade it has by revised location been changed to .4 per cent.

Re Mile 161. Grade has been changed and by doing so it would give more uniform grade.

Re Mile 162. Here Bridge is crossed by .4 per cent. grade which joins .6 per cent. grade, by former filling this was level grade joined by .6 per cent. grade which crossed a bridge.

Re Mile 164. Grade improved as by former filling .4 per cent. grade ran to centre of bridge 58 and over a level grade which caused a broken grade in centre of bridge, now break in centre of bridge is done away with and the crossing is as a .2 per cent. grade .

Re Mile 165½. The crossing grade on bridge 62 has been greatly reduced.

Re Mile 167½. Grade somewhat changed, possibly to save filling.

Re Mile 170. Grade at this place has been improved.

Re Mile 172. Bridge 64, the grade on this bridge has been increased, but by revised location the crossing would be better as the change in grade is now more gradual.

Re Mile 172-173. Grade somewhat changed and whereas it would probably reduce the cost of construction it would not materially affect the efficiency of grade.

Re Mile 176. Bridge 66, the grade on the bridge has been reduced.

Re Mile 176½. Grade has been changed by inserting level grade between .32 per cent. grade and .6 per cent. grade.

Re Mile 178. Grade here has been increased.

Re Mile 180. Grade here has been increased.

Re Mile 184. The grade has been somewhat altered at bridge 70.

Re Mile 185½-187. Grade altered. Principal difference is that the bridge is crossed on better grade.

Re Mile 189¾. A piece of level grade inserted between .6 per cent. and .4 per cent. grades has been done away with, this would give better grade if vertical curve were used.

Re Mile 190-191. Grade altered and not improved, probably to average the cutting and filling, but this change is not of a serious character.

Re Mile 193. Grade altered and not improved.

Re Mile 194-195½. Grade altered but no heavy grades introduced.

Re Mile 196. Grade altered slightly.

Re Mile 197. Grade somewhat altered.

Re Mile 199. Crossing grade on Bridge 77 has been altered possibly on account of construction cost. This was crossed on level Bridge 76 now crossed on .3 per cent. formerly.

Stations and Sidings.

Re Mile 45. Station moved 1,100 feet east.

Re Mile 67. Station at this point appears to replace siding on filing at at mile 69.

Re Mile 75. Station added appears to replace siding on former filing at mile 74—500 feet.

Re Mile 113½. Station grounds have been brought some 4,000 feet east of position shown by former filing and is now on 1° curve, whereas former filing shows station grounds on tangent.

Re Mile 121. Station grounds takes about 1,300 feet west position shown by former filing and now ends at centre of 4° curve.

Re Mile 151. Surprise Lake station grounds moved 3,400 feet west.

Re Mile 160. Station grounds moved about one mile east of position shown by former filing.

Re Mile 185. Station grounds moved about 2 miles west of position shown by former filing.

Re Mile 192. Station moved about 2½ miles west of position shown by former filing.

Remarks.

I noticed a general desire to reduce curvature and improve the alignment of location as shown by former filing.

In some cases vertical curves have been shown and possibly it is the intention to use vertical curves at other places, though not shown on profile, I would advise that your Board recommend that vertical curves be used on all grades where the algebraic difference of the two intersecting grades exceeds .1 in sags and .2 on sunmits.

I also observe that there is a general desire to equate for curvature on grades or curves. It appears to have been the general rule to break grades on curves and in many cases the grades could be improved, in some cases with little extra cost. If avoidable, I would condemn the breaking of grades on curves and especially on bridges, as bad engineering practice.

In one or two instances where there are 6° and 5° curves it would be better to reduce these curves, if practicable, although not having been over the route of the location and not having examined the topography, I cannot judge if it is possible to cheaply alter above mentioned curves. The breaking of grades on curves was shown also on former filing and in that respect there is little difference between former and present filing.

More bridges are shown by revised location than were shown on former filing, however the changes from former filing do not actually necessitate this.

I consider the revised location as filed with your Board to be an improvement on former filing and to be a well chosen line for the most part showing possible cheap construction and would respectfully recommend that your Board pass revised location plans.

I have the honour to be,
Your obedient servant,
JOHN H. DEVEY,
A.M. Can. Soc. C. E.

PROCEDURE FILE No. 82.

In the Matter of the Application of the Woodstock, Thames Valley and Ingersoll Railway Company for the sanction of its rules.

April 7. Order made approving Rules.

ORDER.

Upon the application of the Woodstock, Thames Valley and Ingersoll Railway Company and upon reading the copy of the rules of the said Company hereto annexed,

The Board orders that the said Rules of the said the Woodstock, Thames Valley and Ingersoll Railway Company be and the same are hereby sanctioned and approved, the word "nine" in the twenty-ninth line of page numbered seventeen of the said rules having been first struck out and the word "ten" having been inserted in lieu thereof.

(L. S.). (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 86.

In the Matter of Application of The Brantford Street Railway Company for the sanction of its Rules.

April 7. Order made approving rules.

ORDER.

Upon the application of the Brantford Street Railway Company and upon reading the copy of the Rules of the said Company hereto annexed,

The Board orders that the said Rules of the said the Brantford Street Railway Company be and the same are hereby sanctioned and approved, the word "nine" in the twenty-ninth line of page numbered seventeen of the said Rules having been first struck out and the word "ten" having been inserted in lieu thereof.

(L. S.). (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 121.

Re Final Public Test of Fenders by Government, April 29, 1907. Report on test received from J. F. H. Wyse.

Engineer's Report.

Complying with your instructions of April 7th, I have carefully inspected and tested all fenders submitted, April 25th and 26th, and regret there is nothing I can recommend for your approval.

The Quin Automatic Fender, with certain changes, on which the inventors are now working, may be acceptable.

I recommend that in conjunction with the Jenkins or any other protruding fender or safety device that a wheel guard, such as "The Root Automatic Wheel Guard" or "The Sterling-Meaker" be used in every case.

Under Section 217, Clause B of the Act, quoted in my report of January 19th, 1907, I recommend that the City be required to keep the pavements of the street between the tracks and rails and adjacent to the rails level, and no higher than the present tops of the rails with little or no crown to enable the streets to present a surface with which the rails may be laid flush, taking into consideration:—

1st. That the agreement between the City and the Street Railway, provides that the City keep these pavements in shape.

2nd. That the Street Railway pay the City $800 per mile per annum rent for same.

3rd. That the City traffic and not the cars cause the present unevenness.

4th. That this unevenness renders it absolutely impossible to construct a fender that will give satisfaction, and

5th. That the responsibility of their not working properly will therefore rest largely with the City if this bad condition is allowed. I recommend that the City remedy this condition at their expense and that you allow nothing to be higher than the tops of the rail. One high Belgian block on a line necessitates carrying all fenders on that line at a height decidedly dangerous to the lives of our public.

All of which is respectfully submitted,

I am, yours very truly,

(Signed) J. F. H. Wyse.

Procedure File No. 150.

In the Matter of the Toronto Railway Company *vs.* The Corporation of the City of Toronto. (Assessment appeal).

April 21. On application of City of Toronto, continuation of hearing fixed for Tuesday, April 28, 1908, at 11 a.m., at Parliament Buildings.

April 28. Hearing 11 a.m to 11.30 a.m., adjourned at request of Counsel to April 30, 1908, 11 a.m.

April 30. Consent draft Order filed, Formal order issued accordingly.

Order.

On the application of the above-named Applicant, by way of appeal from the decision of the Court of Revision for the said City, given on the 3rd day of July, 1908, confirming the assessment levied by the Respondent in Ward 2, Division 1, of the City of Toronto, under assessment numbers 15,151 15,152, 15,082 and 12,535, and from the decision of the said Court given on the 30th day of August, 1907, confirming the assessment covered by numbers 3,522 in Ward 3, Division 1, and 47,643 in Ward 3, Division 3, in the presence of the Applicant and Respondent, and upon hearing Counsel for the

Applicant and Respondent, and the Applicant having abandoned the appeal, except as to the valuation of the storage plant under assessment numbers 15,152 and 47,643, and the parties having agreed to a valuation of $150,000 with respect to the said property assessed under the said two numbers.

The Board orders that the assessment upon "storage plant" of $145,000, included in assessment No. 15,152, Ward No. 2, Division No. 1, be reduced by $70,000, and that the assessment of plant in Building, included in assessment No. 47,643 be reduced by $70,000, and as reduced be and the same are hereby confirmed.

And the Board orders that the other assessments above specified be and the same are hereby confirmed.

And the Board makes no order as to costs.

(L. S.). (Signed) JAMES LEITCH,
Chairman.

PROCEDURE FILE No. 162.

Between the Corporation of the City of Hamilton, applicants, and The Hamilton Street Railway Company, respondents, (Herkimer Street).

February 11. Order made appointing Wyse & Middlemist to inspect and report.

ORDER.

The Board having by its orders, dated the 28th day of January, the 5th day of June, and 5th day of July and the 8th day of November, of the year 1907, directed that certain repairs, renewals, work and construction be done and material supplied by the said Respondents on the dates or within the times mentioned in the said orders of the Board, and the time for certain of such work, repairs, renewals, construction and supplying of material having expired.

The Board hereby appoints and directs John F. H. Wyse, of the City of Toronto, in the County of York, Electrical Engineer, and Henry W. Middlemist of the same place, Civil Engineer, carrying on the basiness of engineers under the firm name and style of Wyse & Middlemist, to make an inspection and report as to the compliance by the said Respondents with the terms and provisions of and in the above mentioned orders of the Board.

(L. S.). (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

ENGINEER'S REPORT.

Dear Sir:— Toronto, March 2, 1908.

Re City and Company.

I beg to state relative to the Hamilton Report, the City and Company *have not* and *should comply* with *Clause* 13 of your order of January 28, 1907.

(This refers to *high street crossings, toothings* and *crowns* of streets)

Company.

Clause 2. As referred to in W. & M. report has been complied with, but repairs should continue to tracks as they are necessitated.

York Street joints should be repaired and on *James Street* uneven joints should be lifted in the Spring.

Clause 4. Tracks on Barton Street Bridge should be fixed in accordance with W. & M. report.

(If G. T. R. objects Street Railway Company should take this matter before the Dominion Board).

Clause 12. At Locke and Herkimer, James and Stuart, James and Guise, James and Gore, Queen and Herkimer and at Car Barns on Stuart Street, and Main and Margaret special work should be put in.

I have the honour to be,
Your obedient servant,
(Signed) J. F. H. Wyse.

Procedure File No. 173.

In the Matter of the Deviation of County Boundary Line between Counties of Grey and Bruce, Townships Normanby and Bentinck in Grey, and Townships of Carrick and Brant in Bruce.

January 3. Applicants apply for appointment for argument of question of Board's jurisdiction and ask that Monday afternoon 20th January be appointed.

January 3. Appointment for January 20, 1908 at 2.30 p.m. at Board's offices to hear argument re jurisdiction.

January 20. Hearing of argument re jurisdiction of Board (whole Board present) A. G. MacKay, K.C., for Applicants, D. R. Robertson for Respondents. P. A. Malcolmson for County of Bruce. Board of its own motion makes Order adding as parties respondent-Villages of Hanover and Neustedt and counties of Grey and Bruce and directs service of application and of this order on added parties and also 10 days notice of hearing when appointment issued for hearing.

December 2. Appointment issued for hearing at Board's chambers at 2.30 p.m., December 15, 1908, and inspection at Hanover commencing 9 a.m., 11th December.

December 11. View by Board (Vice-Chairman and Mr. Kittson).

December 15. 2.30 p.m. Hearing, pursuant to appointment, judgment reserved.

December 22. Judgment delivered declaring road in question to be a deviation of county line.

Memo.

December 12, 1908.

Re Townships Normanby, Bentinck, etc., and Bruce County Boundary Line Deviation—(P. F. 173).

Messrs. Ingram and Kittson arrived at Hanover on the evening of the 10th inst.

On the morning of the 11th they met Mr. A. G. Mackay, K.C., and Mr. P. A. Malcolmson, Barrister, and arranged that the following gentlemen accompany Messrs. Ingram and Kittson over the roads suggested by both parties in this case:—Mr. R. J. Ball, Warden County Grey, Mr. H. Hilker, Warden County Bruce; Mr. F. Frook, Reeve Tp. Brant; Mr. M. Filsinger, Reeve Tp. Carrick; Mr. F. A. McDougal, Reeve Tp. Amabel; Mr. A. McKinnon, Chairman road and bridge committee, Co. Bruce; Mr. P. A. Malcomson, Clerk County Bruce, and Dr. W. A. Mearns, Mayor of Hanover.

After driving sixteen miles or thereabouts, they concluded this investigation.

JUDGMENT.

This is an application to have it declared that the road described in the application is a deviation of a county boundary line between parts of the Counties of Grey and Bruce. A perusal of the evidence and a view had by the Vice-Chairman and Mr. Kittson convince the Board that the road in question was intended as a deviation from the true county line. Nature placed so many obstructions in the way of building the road along the county line that the early settlers following the line of least resistance built the road in question as a deviation from the true line. Had not so many obstructive natural features existed along the true line, the people would unquestionably have followed that, and would not have selected the deviated road.

A portion of the deviated road runs through the Town of Hanover until it strikes the Durham road and thence along the Durham road to the county line. An option has been obtained across lots Nos. 1 and 2 in the second concession south of the Durham road in the Township of Bentinck, so as to shorten the deviated road. Instead of going through the Town of Hanover and following the Durham road, it will run across lots 1 and 2 to the county line. With this change the Board approves of the deviated road, as set forth in the application. A surveyor's description of the deviated road will require to be procured for the formal order and location should be projected on the plan filed with the Board to remain on record.

The Board makes no order as to costs except that the party issuing the formal order will require to furnish $30 for stamps. The formal order will be submitted to the parties interested and if the parties cannot agree it will be settled by the Secretary.

(Signed) JAMES LEITCH,
Chairman, Ontario Railway and Municipal Board.

PROCEDURE FILE No. 197.

In the matter of the application of the Town of Parry Sound for the approval of By-law No. 330 for the issue of debentures to the amount of $14,000 for extensions and improvements to the Electric Light and Waterworks System

July 31. Material considered and approved.
July 31. Order made accordingly.

ORDER.

Upon the application of the above named Corporation and upon reading the affidavits of Errol E. Armstrong, Town Clerk, of the said Corporation, and the exhibits thereto, the notice of application, filed by John P. Weeks, Solicitor for the Applicants, the certified copy of the said By-law numbered 330, and the affidavits of Fred. L. Walton, Mayor; George Murray, Superintendent of the Waterworks System; Gibson Groves, Superintendent of the Electric Light System; Frederick Tasker and W. Arthur Bourne, Auditors, and the exhibits thereto, and the other material filed, and no one now appearing in opposition to the application, herein.

The Board orders that the said By-law numbered 330 of the Municipal Corporation of the Town of Parry Sound, intituled "By-law No. 330. A By-law to provide for the "cost of certain improvements and extensions to the electric light system and the waterworks system of the Town of Parry

Sound and to raise the sum of Fourteen thousand dollars for said purposes," be and the same is hereby approved.

(L. S.).

(Signed) C. A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 204.

Between the Municipal Corporation of the Township of Sandwich East, Applicant, and The Windsor and Tecumseh Electric Railway Company, Respondent.

January 8. Judgment delivered and order issued, one duplicate (or triplicate) original dispatched by registered mail prepaid to Counsel for Applicants, and 1 do, do, to Counsel for Respondents.

January 24. Received notice of motion to Court of Appeal for leave to appeal.

February 29. Notice of sitting down appeal to Court of Appeal, filed by the Windsor and Tecumseh Railway Company's Solicitors.

THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

Friday the twentieth day of December, A.D., 1907.

Before A. B. Ingram, Esq., Vice-Chairman, and H. N. Kittson, Esq., Member.

Between the Municipal Corporation of the Township of Sandwich East, Applicant, and The Windsor and Tecumseh Electric Railway Company, Respondent.

The application or complaint herein coming on for hearing before the Board pursuant to the appointment, at the City Hall in the City of Windsor, on Friday the twentieth day of December, 1907, at ten o'clock in the forenoon and by adjournment at two o'clock in the afternoon, upon hearing the evidence adduced on behalf of the Applicants and Respondents, and upon hearing what was alleged by the Counsel for both parties, and upon perusing the argument of the said Counsel, filed,

The Board orders and directs:—

(1) That the said Respondent, within seven months from the date hereof, do grade up the roadway, protect existing drains and provide culverts where necessary, upon, under and along that portion of Ottawa Street extension running easterly from the original easterly end of Ottawa Street to the easterly limit of Lot No. 122, Concession 1, in the Township of Sandwich East, which said portion was opened up as a public highway pursuant to an agreement dated the fifth day of June, A.D. 1905, and made between the Applicant and Respondent: all necessary and proper costs and expenses of such work shall be borne by the Respondent.

(2) That the Respondent shall do such work, furnish such materials, and make such repairs as are necessary to place in a safe and proper condition the highway known as the Front or River Road, or any other highway upon or along which the tracks of the Respondent Company are laid, where such highway has been rendered unsafe or left in an improper condition by reason of the construction of the Respondent's Railway.

(3) That the said works, materials and repairs to be performed, furnished and made under and by virtue of paragraphs 1 and 2 hereof, shall, be so performed, furnished and made, under and subject to the direction, inspection, and approval of the Applicant's Township Engineer, provided, however, that in case of dispute the same shall be referred to the Board's Engineer for final decision.

(4) That the Applicant shall forthwith take all necessary proceedings and do all necessary things to open up a highway forty feet in width running along and parallel to the centre line of the railway of Respondent as now surveyed and laid out; such highway shall commence at the easterly limit of the Louzon Road and extend easterly to the easterly limit of Lot No. 127, and in opening such highway the Respondent shall forthwith convey to the Applicant those parcels of land along the said proposed highway, the title of which is now in the Respondent, and the Applicant shall acquire by purchase, expropriation or otherwise such parcels of the said proposed highway as have not already been acquired by either the Applicant or the Respondent. The Respondent shall pay all necessary and proper costs, charges, and expenditures connected with the acquiring of the said land, whether by expropriation or otherwise, (save and except such costs, charges and expenditures as the Applicant would have the right to recover from some other person or persons), and shall reimburse the Applicant for any such costs, charges and expenditures, except as aforesaid. Such payments and reimbursements to be made by the Respondent from time to time as demanded by the Applicant.

(5) That the Respondent shall construct at the terminus at Tecumseh a suitable waiting room sufficiently large to accommodate the passenger traffic at such terminus.

(6) That the Respondent be hereby permitted to continue to use and operate light cars as authorized by order of the Board bearing date the 29th day of April, A.D., 1907, until such time as the Board shall make any further or other order in respect to the same.

(7) That the Respondent shall run cars for the carriage of passengers from what is known as Askin's Point in the Township of Sandwich East to the present western terminus of the Respondent's Railway on Sandwich Street in the Town of Walkerville, at least every half hour between the hours of seven o'clock a.m. and nine o'clock p.m. and every hour thereafter until eleven o'clock p.m.

(8) That the last car leaving Walkerville for Tecumseh shall leave the said western terminus not earlier than 11.45 p.m. each day, so as to enable passengers leaving the corner of Oulette Avenue and Sandwich Street in the City of Windsor at 11.30 p.m. to transfer to such last car at Walkerville.

(9) That any person under twenty-one years of age actually attending school, upon the production of a certificate from his or her principal teacher that he or she is a *bona fide* school child attending school, shall be entitled to purchase at any office where such tickets are sold or upon any car of the Respondent's Company, ten tickets for twenty-five cents, such tickets to be taken in payment as a fare between each of the division points mentioned in the first paragraph of subsection (*c*) of Section 15 of By-law No. 384 of the Township of Sandwich East as set forth in Schedule A., Chap. 111 of 5 Edward VII., 1905.

(10) The Board further orders that each of the said parties hereto shall bear, and pay five dollars in law stamps on the judgment herein. The Board reserves further inspection, direction, order and costs, herein.

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 211.

In the matter of the application of the Town of Bracebridge for the approval of its Debenture Interest Increase By-laws Nos. 229, 230 and 231.

January 27. Certified copies of amending by-laws (3) filed.

January 28. Application and material considered by Board and application approved by Orders (3).

January 31. Law stamps received and orders (3) dispatched to applicants' solicitor.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by A. A. Mahaffy, Solicitor for the Applicants, the affidavits of Samuel Henry Armstrong, Mayor, and Alexander Clare Salmon, Clerk and Treasurer, of the said Town, and the certified copies of the said By-laws Nos. 213 and 231, filed.

The Board orders that the said By-law No. 231 of the said Municipal Corporation of the Town of Bracebridge, intituled, "By-law No. 231 to amend By-law No. 213," be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by A. A. Mahaffy, Solicitor for the Applicants, the affidavits of Samuel Henry Armstrong, Mayor, and Alexander Clare Salmon, Clerk and Treasurer, of the said Town, and the certified copies of the said By-laws Nos. 219 and 229, filed.

The Board orders that the said By-law No. 229 of the said Municipal Corporation of the Town of Bracebridge, intituled, "By-law No. 229 to amend By-law No. 219," be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Conoslidated Municipal Act, 1903," (4 Edw. VII., Chapter 22, Section 11 Ontario)).

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by A. A. Mahaffy, Solicitor for the Applicants, the affidavits of Samuel Henry Armstrong, Mayor, and Alexander Clare Salmon, Clerk and Treasurer, of the said Town, and the certified copies of the said By-laws Nos. 223 and 230, filed.

The Board orders that the said By-law No. 230 of the said Municipal Corporation of the Town of Bracebridge, intituled, "By-law No. 230 to amend By-law No. 223," be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 213.

In the matter of the proposed annexation to the City of Toronto of the Districts of Deer Park, Wychwood and Bracondale.

March 26. Application for annexation to Toronto filed by Masten, Starr & Spence, as Solicitors for ratepayers of Deer Park, Wychwood, Bracondale and Dovercourt.

April 7. Board appoints Wednesday, April 22nd, at 2.30 p.m., at Board's Chambers Parliament Buildings, for hearing herein.

April 16. Original petition filed (praying for annexation).

April 21. Four Original petitions (against annexation) filed.

April 22. Hearing (present Chairman and Vice-Chairman) several petitions filed against annexation. Appointment for argument as to meaning of word "Ratepayers," Wednesday, April 29, 11 a.m. Hearing adjourned at request of Counsel (or scrutiny of petitions) to Thursday, May 7, 11 a.m. (no further petitions to be filed or canvassing done).

April 29. Argument re word "Ratepayers" in Act. See Stenographer's notes for Board's Ruling.

May 7. Hearing continued, adjourned pending scrutiny before Secretary of petitions for annexation and comparison of same with Assessment Rolls, said scrutiny to commence at 11 a.m. to-morrow at Township of York Assessment Commissioner's office. Hearing to be continued on Friday, May 15th, at 11.15 a.m.

May 8. Scrutiny of Applicants' petition before Secretary, 11 a.m. to 6.15 p.m.

May 11. Scrutiny of Applicants' petition before Secretary continued, 11 a.m. to 12 a.m., when Counsel for Petitioners (J. R. L. Starr, K.C.) abandons petition, stating that it has now become apparent that same does not contain a majority of ratepayers.

May 30. Original and supplementary petitions for annexation having been withdrawn are to-day handed out to Mr. Brownlee of Wychwood at Mr. J. R. L. Starr's request.

CHAIRMAN'S RULING AS TO WHO ARE RATEPAYERS.

CHAIRMAN,—I am responsible for the law of the Board. My brothers are of great assistance to me in questions of fact, but I have to decide questions of law. If I go wrong, under ordinary circumstances, the gentlemen of the Court of Appeal must put me right; but in this matter my judgment is final, and is not subject to appeal. We are here as delegates of the Legislature, but they have not defined who is a ratepayer. The only way to my mind is to devise some reasonable and sensible way of determining who a ratepayer is. I must not make a ruling that will render it impossible for a community to become annexed to a city or town if they so desire. The only workable scheme that I have been able to think out is to take the last revised assessment roll. The owners that we find on it will be presumed to be ratepayers. They are the taxpayers. If any tenant is found there my ruling is that he must be presumed not to be a ratepayer, but it will be open to the opposite party to prove that that such tenant is bound to pay the taxes and is therefore a ratepayer.

PROCEDURE FILES Nos. 219, 220, 221, 222 and 222*a*.

In the matter of the application of the Town of Smith's Falls for approval of Debenture Interest Increase By-laws Nos. 768 (P. F. 219), 769 (P. F. 220), 770 (P. F. 221), 771 (P. F. 222), 772 (P. F. 222*a*).

January 2. Certified copies of amended and amending by-laws filed.
January 2. Orders (5) made approving By-laws (5) to increase Debenture Interest rate.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by J. A. Lewis, Clerk of the said Corporation, the statutory declarations of James B. Lyle, Mayor, and Henry Layng, Treasurer, of the said Corporation, and the certified copies of the said By-law Nos. 754 and 768, filed.

The Board orders that the said By-law No. 768 of the said Municipal Corporation of the Town of Smith's Falls, intitule "The Corporation of the Town of Smith's Falls, By-law No. 768. A By-law to amend By-law No. 754 of the Town of Smith's Falls," be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by J. A. Lewis, Clerk of the said Corporation, the statutory declarations of James B. Lyle, Mayor, and Henry Layng, Treasurer, of the said Corporation, and the certified copies of the said By-laws Nos. 696 and 769, filed.

The Board orders that the said By-law No. 769 of the said Municipal Corporation of the Town of Smith Falls, intituled, "The Corporation of the Town of Smith's Falls, By-law No. 769. A By-law to amend By-law No. 696 of the Town of Smith's Falls," be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by J. A. Lewis, Clerk of the said Corporation, the statutory declarations of James B. Lyle, Mayor, and Henry Layng, Treasurer, of the said Corporation, and the certified copies of the said By-laws Nos. 767 and 770, filed.

The Board orders that the said By-law No. 770 of the said Municipal Corporation of the Town of Smith's Falls, intituled, "The Corporation of the Town of Smith's Falls, By-law No. 770. A By-law to amend By-law No. 767 of the Town of Smith's Falls," be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Consolidated Municipal Act," 1903 (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by J. A. Lewis, Clerk of the said Corporation, the statutory declarations of James B. Lyle, Mayor, and Henry Layng, Treasurer, of the said Corporation, and the certified copies of the said By-laws Nos. 727 and 771, filed.

The Board orders that the said By-law No. 771 of the said Municipal Corporation of the Town of Smith's Falls, intituled, "The Corporation of the Town of Smith's Falls, By-law No. 771. A By-law to amend By-law No. 727 of the Town of Smith's Falls," be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by J. A. Lewis, Clerk of the said Corporation, the statutory declarations of James B. Lyle, Mayor, and Henry Layng, Treasurer, of the said Corporation, and the certified copies of the said By-laws Nos. 729 and 772, filed.

The Board orders that the said By-law No. 772 of the said Municipal Corporation of the Town of Smith's Falls, intituled, "The Corporation of the Town of Smith's Falls. By-law No. 772, A By-law to amend By-law No. 729 of the Town of Smith's Falls," be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 231.

In the matter of the Port Arthur Electric Railway for approval of its Rules, Tariffs, etc.

February 4. Material completed as directed and Order issued.

ORDER.

Upon the application of the Municipal Corporation of the City of Port Arthur and upon reading the certified copy of the rules and tariffs of the Port Arthur Electric Railway hereto annexed.

The Board orders that the said rules and tariffs of the Electric Railway of the Municipal Corporation of the City of Port Arthur, be, and the same are hereby sanctioned and approved.

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 232.

In the matter of the application of the Port Arthur Electric Railway, for the approval of Thos. H. McCauley as an Examiner of Motermen.

January 24. Affidavits (2) of T. H. McCauley filed herein.

January 29. Order made approving appointment.

ORDER.

Upon the application of the Municipal Corporation of the City of Port Arthur for the approval, under section 221 of "The Ontario Railway Act, 1906," of Thomas H. McCauley of the City of Port Arthur in the District of Thunder Bay, Superintendent, as Examiner of Motormen for the applicants, and upon reading the affidavits of the said Thomas H. McCauley, filed.

The Board orders that the appointment of the said Thomas H. McCauley as Examiner of Motormen for the said the Port Arthur Electric Street Railway, be, and the same is hereby approved under and in pursuance of section 221 of "The Ontario Railway Act, 1906."

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 235.

In the matter of the application of the Galt, Preston & Hespeler Street Railway Company for approval of an Examiner of Motormen.

April 28. Application and material filed and considered. Order made approving Matthew Wilkinson Kirkwood as Examiner of Motormen.

ORDER.

Upon the application of the Galt, Preston and Hespeler Street Railway Company, Limited, for the approval under Section 221 of "The Ontario Railway Act, 1906," of Matthew Wilkinson Kirkwood, of the City of Galt in the Province of Ontario, Electrician, Master Mechanic and Superintendent of the said Company, as Examiner of Motormen for the Applicants, and upon reading the affidavit of Martin N. Todd, filed.

The Board orders that the appointment of the said Matthew Wilkinson Kirkwood as Examiner of Motormen for the said Company, be, and the same is hereby approved under and in pursuance of Section 221 of "The Ontario Railway Act, 1906."

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 236.

Re Bentley's Rear End Signal.

January 6. Letter to Toronto Railway Company to equip four cars with this device.

January 6. Letter to John A. Ferguson, Esq., Solicitor for Bentley, advising of letter to Toronto Railway Company.

PROCEDURE FILE NO. 237.

Re J. H. K. McCollum's Automatic Electric Car Brake.

January 6. Letter to Toronto Railway Company to equip four cars with this device.

January 6. Letter to Geo. H. Gooderham, advising of letter to Toronto Railway Company.

PROCEDURE FILE No. 238.

In the matter of the proposed Act to amend the Toll Roads Expropriation Act.

January 24. Conference at Tilsonburg as arranged between Vice-Chairman of Board and delegates from the County of Norfolk and Township of Middleton, when arrangements made for settlement, (or hearing if no settlement effected).

See memo. on this procedure file.

MEMO.

By appointment the Vice-Chairman met and had an informal conference with the following gentlemen, at the Queen's Hotel, Tillsonburg, at two o'clock on Friday afternoon, the 24th January, 1908: —

For County.

W. E. Tisdall, K.C., Solicitor.
E. Buchner, County Clerk.
Geo. D. McCall, Ex-Reeve Charlotteville.
R. G. Bowlby, Ex-Reeve Woodhouse.

For Township of Middleton.

V. A. Sinclair, Solicitor for Township.
A. Swinn, Reeve of Middleton.
D. W. White, Township Clerk.
Geo. Smith, Ex-Reeve Middleton.
Henry Wallace.
W. Simmons,
J. A. Sandham,
} Councillors of Middleton.
Geo. Yoose, Ex-Reeve Middleton.
Geo. W. Neeley, Esq., M.P.P., Arbitrator for counties at time of arbitration.

After hearing the statements made by these gentlemen on behalf of the county and township, the Vice-Chairman suggested that the township council appoint a committee to confer with the county council or a committee of the county council of Norfolk, for the purpose of arriving at some mutual arrangement which would be satisfactory to both the county and the township, regarding the maintenance of the toll roads in dispute in the Township of Middleton. In case they fail to arrive at a satisfactory arrangement to either or both parties concerned, then the Ontario Railway and Municipal Board will continue to investigate all the circumstances in connection therewith, sufficient to enable the Board to make a report to the Legislature regarding Bill No. 133 as introduced by Mr. A. C. Pratt, M.P.P., during the session of 1907.

PROCEDURE FILE No. 240.

In the matter of the application of the Village of Port Elgin for approval of By-law No. 526, increasing the rate of interest on certain debentures.

January 11. Application and material filed, letter for further affidavits.
January 15. Affidavits received and order made approving By-law.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by William Burgess, Solicitor for the applicants, the verified copies of the said By-laws Nos. 508 and 526, and the affidavits of Robert Munro, Clerk, and James Struthers, Treasurer of the said Corporation, filed.

The Board orders that the said By-law No. 526 of the said Municipal Corporation of the Village of Port Elgin, intituled, "By-law No. 526 of the Corporation of the Village of Port Elgin. A By-law to amend By-law Number 508 of the Corporation of the Village of Port Elgin," be, and the same is hereby approved under and in pursuance of section 386 (*b*) of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 241

In the matter of the application of the Hamilton, Grimsby and Beamsville Electric Railway Company for approval of its By-law regulating travel on its cars.

January 25. Certified duplicate By-law received and order made approving same.

ORDER.

Upon the application of the Hamilton, Grimsby and Beamsville Electric Railway Company and upon reading the copy of the said By-law hereto annexed.

The Board orders that the By-law of the Hamilton, Grimsby and Beamsville Electric Railway Company, passed the 28th day of October, 1907, intituled, "By-law No. —— By-law regulating travel on the cars of the Hamilton, Grimsby and Beamsville Electric Railway Company," a copy of which By-law is hereto annexed, be and the same is hereby approved and sanctioned.

(Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 242.

Between the Corporation of the Town of Toronto Junction, Complainant, and the Toronto Railway Company, Respondent.

January 2. Order issued directing reply and fixing hearing.

January 6. Reply filed.

January 7. Record filed and certified.

January 8. Hearing, present Chairman and Vice-Chairman, Geo. S. Abrey, Town Engineer for Applicants, testifies as to reconstruction of road bed, etc. Board directs interim order that cars run as before stoppage pending judication. Hearing adjourned to Tuesday, January 28, 1908, at 11 a.m.

January 9. Draft interim order filed by Applicants. Appointment to settle form of interim issued for 11th inst. at 11 a.m.

January 9. Applicants issue order for production by Respondents.

January 11. Interim order issued, ordering service in dispute to be operated till hearing and judgment.

January 16. Notice of appeal by Respondents against interim order to Court of Appeal received.

January 17. Order for production taken out by Respondent.

January 17. Respondents withdraw appeal to Court of Appeal.

January 22. Respondents file their affidavit on production.

January 23. Applicants file their affidavit on production.

January 28. Case called, hearing adjourned (at request of Counsel for Railway Company with consent of Counsel for Toronto Junction) till Tuesday, February 18th, 1908, at 11 a.m. Counsel agreeing that interim order *re* running cars be observed until after hearing and determination herein.

February 18. Hearing adjourned to 12th May, 1908 at 11 a.m. by request of Counsel for Respondents.

March 14. Notice received (from World newspaper) by Vice-Chairman that cars have stopped running. Vice-Chairman inspects track and interviews solicitors for Town and Railway Company. Company claims that stoppage temporary merely for repairs—cars again start running. (See memo on file.)

May 11. Case adjourned at request of Counsel to day in June to be fixed.

June 4. 11 a.m. hearing continued as arranged, (adjourned at 5 p.m. to 2.30 to-morrow).

June 5. 2.30 p.m. hearing continued pursuant to adjournment, at 5.15 p.m. adjourned till to-morrow at 11 a.m.

June 6. 11 a.m., hearing continued, concluded at 1 p.m. Judgment reserved.

June 29. Judgment delivered granting application.

June 29. Order made accordingly.

October 2. The Respondents applied for leave to appeal herein, and same was refused by the Court of Appeal for Ontario.

November 21. Appeal bond $2,000.00 for appeal to Privy Council, settled (Chairman and Vice-Chairman in session) and filed.

November 21. Order made allowing appeal bond.

Application.

1. The Applicant is a Municipal Corporation in the County of York and the Province of Ontario.

2. The Respondent is a Railway Company operating street railways on the streets of the City of Toronto, and in the said Town of Toronto Junction.

3. By clause 1 of an agreement, dated the 6th day of October, 1899, made between the said complainant of the first part, the said Respondent of the second part, and the Toronto Suburban Railway Company (Limited) of the third part, and ratified by and contained in schedule "D" to an Act of the Legislature of the Province of Ontario passed in the year 1900, and chapter 103 in the Statutes of that year, the said Respondent was granted for a period of twenty-three years from the first day of September, 1898, the right to run its cars over Dundas Street between the easterly limits of the said Town and the western limits of Keele Street, together with the right to operate a "Y" on Keele Street north of Dundas Street and on Dundas Street west of Keele Street for the purpose of turning the cars of the Respondent Company.

4. By clause six of the said agreement the said respondent agreed to operate on each day during said period of twenty-three years its regular Dundas Street service along Dundas Street between the eastern limits of the said Town and the western limit of Keele Street, and that cars operated on said portion of Dundas Street shall be those operated on the regular Dundas Street service of the Respondent Company to the westerly limit of Dundas Street within the City of Toronto.

5. By clause three of the said Agreement the parties thereto agreed to abide by and observe the covenants and conditions contained in clauses 5, 12, 13, 14, 15 and others, of an agreement between the said Complainant and the said Suburban Railway Company which agreement is contained in schedule "B" to said Act, namely, chapter 103 of the Statutes of the Ontario Legislature passed in 1900.

6. By clause 15 of the agreement lastly referred to the said Complainant Corporation has the right to take up the streets traversed by the railway lines for all purposes within the powers of the Corporation, including among other things the constructing and repairing of pavements thereon, without being liable for compensation or for damage occasioned to the working of the Railway or works connected therewith, and after the completion of any such works or improvements the said Complainant shall leave the said Railway line, rails and substructure in substantially the same state and condition as before the commencement of any such works or improvements.

7. The said Complainant in pursuance to its powers undertook during the year 1907 the construction of a permanent pavement on Dundas Street from its eastern limit to Victoria Street, which includes the whole of that portion of Dundas Street on which the Respondent agreed, as aforesaid, to operate its cars; and took up that portion of Dundas Street traversed by the Respondent's cars and railway line.

8. The said Complainant Corporation has with due diligence, and with no loss of time to said Respondent, save what could not reasonably be avoided, completed the construction of said pavement and has replaced in position the said railway line, rails and substructure in substantially the same state and condition as before the commencement of the said work and improvement.

9. The Complainant has requested the said Respondent to operate and resume the operation of its regular Dundas Street cars and service according to said in part firstly recited agreement, over that part of Dundas Street within the Town of Toronto Junction between its eastern limit and the western limit of Keele Street, and over the "Y" on Keele Street north of Dundas Street, and on Dundas Street west of Keele Street for the purpose of turning its said cars, and the said Respondent has neglected and refused and still neglects and refuses to operate its cars along said portion of Dundas Street and on said "Y" within the said Town, contrary to the terms of the said agreement.

10. The Respondent Company owns and operates the street railway franchise in the City of Toronto, one of the routes being the Dundas street route, and its cars on that route traverse York, Richmond, Victoria, Queen, and Dundas Streets, and most particularly that part of Dundas Street from its intersection with west Queen street and the limit forming the western boundary of the City of Toronto and the easterly boundary of Toronto Junction.

11. The said Town of Toronto Junction and the City of Toronto are adjacent municipalities, and Dundas street within the Town of Toronto Junction is a direct and immediate continuation of Dundas Street in the City of Toronto.

12. The said Respondent Company has been operating its said cars on Dundas Street aforesaid in the Town of Toronto Junction since the beginning of the year 1900 on Sundays as well as week days under and in pursuance to the terms of the said firstly in part recited agreement.

13. The operation of the said cars as aforesaid by the Respondent Company, in the said Town, was at the request of, and under the said agreement with the said Complainant Corporation, for the accommodation of its citizens, and the public generally; and no extra charge has been made by said Respondent Company for that part of the said Dundas Street route which lies within the said Town, which is in accord with the terms of said agreement.

14. The said Complainant therefore applies to the Ontario Railway and Municipal Board for an order directing and requiring the Toronto Railway Company to operate on each and every day, Sundays as well as week days, its regular Dundas Street service along Dundas Street between the eastern limit of the said Town and the western limit of Keele Street, and to operate a "Y" on Keele Street north of Dundas Street and on Dundas west of Keele Street for the purpose of turning the cars of said Respondent Company, and that such cars operate on the said street and said "Y" shall be those operated on the regular Dundas Street service of the Respondent Company to the Westerly limit of Dundas Street within the City of Toronto, as provided by the said agreement entered into between the Complainant, the Respondent and the Toronto Suburban Street Railway Company (Limited) dated the sixth day of October, 1899, and duly ratified by the Act of the Legislative Assembly of Ontario being 63 Victoria, Chapter 103, Section 1, subsection 4;

15. This application will be heard by the Board after ten days from the service hereof, at such time and place and in such manner as the Board may order and direct.

16. This notice is given by A. J. Anderson of the Town of Toronto Junction in the County of York, solicitor for the applicant, the Corporation of the Town of Toronto Junction.

Dated this 21st day of December, 1907.

(Signed) A. J. Anderson,
Solicitor for Complainant,
12 Keele Street north,
Toronto Junction.

To the Toronto Railway Company.

Reply.

(1) The Respondent was incorporated by Statute of the Province of Ontario, 55 Victoria, Chapter 99, for the purpose primarily of acquiring, constructing and operating surface railways in the City of Toronto pursuant to the provisions of an Agreement made on the first day of September, 1891, with the Corporation of the City of Toronto, which said Agreement was set forth in the Schedule to the said Act of Incorporation.

(2) By Indenture dated the 11th day of November, 1899, and made between the Complainant and the Toronto Suburban Street Railway Com-

pany, Limited, herein called the "Suburban Company", the Complainant granted to the Suburban Company the exclusive right to construct and operate surface street railways along that portion of Dundas Street mentioned in the Complaint herein, for the period of twenty-three years from the first day of September, 1898, and the Suburban Company agreed with the Complainant that the said Suburban Company would each lawful day in the year, unless prevented by accident to roadbed or works or general strike among employees or other unavoidable cause, run cars over such railway as frequently and at such hours as would best meet the wants of the general public, to be decided and certified in writing by the Town Engineer of the Complainant, subject to the approval of the Municipal Council of the Complainant, but it was provided that the said Suburban Railway should not be bound to run their cars more frequently than one care every thirty minutes.

(3) By-law passed on the said 11th day of November, 1899, the Mayor and Clerk of the Complainant were authorized to execute the said Agreement in the preceding paragraph mentioned, and by the same By-law the Complainant granted the said exclusive right to the said Suburban Company.

(4) The said Agreement and By-law were subsequently confirmed and declared to be valid and binding upon the Complainant and upon the Suburban Company by Act of the Ontario Legislature procured on the Petition of the Complainants and being 63 Victoria, Chapter 103.

(5) By subsequent By-law the Mayor and Clerk of the Complainant Corporation were authorized to execute another Agreement bearing date the 6th day of October, 1899, and made between the Complainant of the first part, the Respondent of the second part, and the said Suburban Company of the third part, by which agreement certain running rights over the tracks of the Suburban Company were given by the Suburban Company to the Respondent during the said period of twenty-three years from the 1st of September, 1898.

(6) The said Agreement of the 6th of October, 1899, was subsequently executed by and on behalf of the Complainant, and the Complainant thereby assented to the grant of the said running rights made by the said Suburban Company to the Respondent.

(7) It was provided in and by the said agreement that so long as the Respondent should continue to operate its cars pursuant to the grant of running rights therein contained the Suburban Company should be relieved from its obligation to operate its cars on the said part of the tracks of the Suburban Company over which the Respondent was given running rights.

(8) By the said Agreement last mentioned certain provisions of the Agreement made between the Complainant and the Suburban Company were incorporated by reference and declared to be binding as between the Complainant and the Respondent.

(9) The Respondent never entered into any Agreement with the Suburban Company to continue to exercise the said running rights during the whole period of the grant to the Suburban Company or any specfiic portion thereof.

(10) One of the provisions of the Agreement with the Suburban Company so incorporated as aforesaid was the following, namely:—

"15. The Corporation (meaning the Complainant) shall have the right subject to the provisions of Clause 13 to take up the streets traversed by the railway lines for all purposes within the powers

of the Corporation, including the altering grades thereof, constructing or repairing pavements, sewers, drains, conduits, or for laying down or repairing water or gas pipes, without being liable for any compensation or damage that may thereby be occasioned to the working of the railway or the works connected therewith, but all such work shall be proceeded with by the Corporation with due diligence so that there shall be no loss of time to the railway save what cannot reasonably be avoided. The said Corporation shall after the completion of any such works or improvements leave the said railway line, railways and substructure in substantially the same state and condition as before the commencement of any such works or improvements."

(11) Without any notice to the Respondent, the Complainant several months ago took up the streets traversed by the said part of the said line of the Suburban Company, and removed therefrom the rails and destroyed the sub-structure thereof, and for several months the Respondent was deprived of the said running rights, and in order to perform its said Agreement with the Corporation of the City of Toronto it was compelled to make other and different arrangements for the running of its cars than those theretofore in force.

(12) The Complainant has not replaced the railway line, rails and substructure of the said part of the railway of the Suburban Company so torn up and destroyed by the Complainant in substantially the same state and condition as before the commencement of such works or improvements, but on the contrary, the Complainant has entirely altered the method of construction of the said railway line, and it would be unsafe for the Respondent to attempt to operate its cars over the said portion of the said line as replaced by the Complainant.

(13) By reason of the matters aforesaid the Respondent has given notice to the Suburban Company abandoning its running rights over the said tracks of the Suburban Company, and the Suburban Company has taken possession thereof, and is running or is ready and willing to run cars upon the same in accordance with the provisions of the said franchise granted by the Complainant to the Suburban Company and hereinbefore mentioned.

(14) The Respondent files this Reply under protest, and desires to dispute the jurisdiction of the Ontario Municipal and Railway Board to grant the relief claimed by the Complainant.

This Reply is made by James Bicknell of the City of Toronto, solicitor for the above named Respondent.

Dated this 4th day of January, 1908.

(Signed) James Bicknell,
Solicitor for Respondent.

INTERIM ORDER.

Upon the application of the above named Complainant complaining that the Respondent has failed and is failing to do an act, matter or thing required to be done by a certain agreement entered into on the 6th day of October, 1899, by the Respondent with the Complainant by which in consideration, among other things, of a grant of the right to run cars over Dundas Street in the Town of Toronto Junction for a period of twenty-three years the Respondents agreed and undertook among other things as follows:

"The City Company" (meaning the Respondent) "shall each day operate its regular Dundas Street service along Dundas Street between the eastern limit of the town and the western limit of Keele street and cars operated on said street shall be those operated on the regular Dundas street service of the City Company to the westerly limit of Dundas street within the City of Toronto."

By neglecting and refusing to operate the said cars or any cars in pursuance of the said agreement, and has in respect of the said agreement violated or committed a breach thereof. Upon reading the complaint of the Complainant in that behalf and the reply of the Respondent thereto and upon hearing the evidence of G. S. Abrey adduced and what was alleged by counsel for the Complainant in presence of counsel for the Respondent, and it appearing in the public interest that until the final determination of the said complaint the Respondent's cars by means of which the regular Dundas street service of the Respondent is operated should recommence and thereafter continue to run from the westerly limit of the City of Toronto to the westerly limit of Keele street over Dundas street within the limits of the Town of Toronto Junction.

This Board doth order that the Respondent do forthwith commence and until the final determination of the said complaint unless and until this Board shall sooner otherwise order, do continue each day to operate its regular Dundas street service along Dundas street between the eastern limit of the town of Toronto Junction and the western limit of Keele street in the said Town using the "Y" at Keele Street and Dundas street for the purpose of turning its cars and that the cars so to be operated on Dundas street aforesaid and the said "Y" shall be those operated on the regular Dundas street service of the Respondent to the westerly limit of Dundas street within the City of Toronto.

And this Board doth fix and appoint Tuesday the 28th day of January, 1908, at eleven o'clock in the forenoon at the Chambers of the Ontario Railway and Municipal Board in the Legislative Building in the City of Toronto for hearing the said complaint.

(Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

MEMO.

Re Toronto Junction v. Toronto Railway Company.

Last night at ten minutes to eleven a representative of the "Toronto World" called me over the 'phone (at least he represented himself as from the "Toronto World") and informed me that the Toronto Railway Company stopped running their cars from Humberside to Keele street, and wanted to know if I had anything to say in regard to the matter. Up to this time no information had been received by me to the above effect.

I left my house early this morning and went to Toronto Junction, walking from Humberside to Keele street over the tracks for the purpose of inspection. I also walked from Humberside east to Jerome street for the purpose of inspection and comparison of the two tracks examined.

After returning to the office I called up the firm of Messrs. Bicknell, Morine, Bain and Strathy, Barristers, and enquired from them why it was that the undertaking or verbal pledge they gave to the Board was not being carried out, to the effect that the cars would be run between Humberside

and Keele street until the disposal of this matter finally by the Board. The above firm is to make enquiries and let me know at the earliest moment why the cars are not running.

Up to this moment no notification from Toronto Junction or any person in their behalf has been received by the Board, time 10.50 a.m. At 10.55 a.m. I was called up by Mr. Anderson of the Junction, who said that the Junction had had two of their engineers go over the road and examine it, and it appears from Mr. Anderson's statements that the engineers allege the road is in shape for the cars to continue to run. Mr. Anderson is to send to the Board a written report of the engineers' finding in regard to their inspection and examination of the line.

At 12.25 noon Mr. Bain, representing the Toronto Railway Company, assures the Board by 'phone that there is no intention on the part of his firm of violating the pledge given in regard to operation of the cars at Toronto Junction, and he assures me that Mr. Fleming, speaking for the Railway Company, declares that he has no idea of violating the order of the Board, that probably the repairs to the road had necessitated "Y"ing at Humberside street, that the stoppage of the cars is due no doubt to some of the equipment becoming disarranged or unworkable and that Mr. Fleming will telephone the Board regarding the matter within a few minutes.

Mr. Fleming telephoned and confirmed the above as being correct also assuring the Board that the cars would resume as soon as necessary repairs were made.

The cars resumed running this evening, 14th, about 4 p.m., or within twenty-four hours after first stoppage of same last evening.

Dated the 14th day of March, 1908.

A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Judgment.

This is an application made by the Corporation of Toronto Junction, now the City of West Toront, against the Toronto Railway Company for an order directing and requiring the Toronto Railway Company to operate its cars along Dundas street between the easterly limit of the City of West Toronto and the westerly limit of Keele street, and to operate a "Y" on Keele street north of Dundas street and on Dundas street west of Keele street for the purpose of turning the company's cars and to give the city the regular Dundas street service given by the company to the public in the City of Toronto.

The complainants rest their case upon a contractual right which they say arises under the agreement hereafter referred to. By an agreement made between the Town of Toronto Junction, therein called the corporation, and the Toronto Suburban Street Railway Company, therein called the company, it was provided that if the Suburban Company became a party to an agreement with the Toronto Railway Company under the terms of which the regular Dundas street service of such last named company should be extended to the corner of Keele and Dundas streets, the Corporation would, in substitution for the franchises held by the Suburban Company for twenty years from the 8th June, 1891, to operate a surface street railway in the Town, grant a franchise to the Suburban Company for a period of twenty-three years from the 1st day of September, 1898, together with certain other concessions as to mileage rental, exemption from taxation, and supply of water.

The Corporation of Toronto Junction, the Toronto Railway Company, and the Suburban Company entered into an agreement whereby the Suburban Railway Company and the Corporation of the City of Toronto granted to the Toronto Railway Company for a period of twenty-three years from the 1st September, 1898, the right to run cars over Dundas street between the easterly limits of the Town and the western limit of Keele street, with the right in common with the Suburban Company to operate a "Y" on Keele street north of Dundas street, and at Dundas street west of Keele street for the purpose of turning the cars of the Toronto Railway Company. Clause 6 of the agreement provided that the Toronto Railway Company should each day operate its regular Dundas street service along Dundas street between the easterly limit of the Town of Toronto Junction and the westerly limits of Keele street. The cars to be operated were to be those which provided the regular Dundas Street service of the Toronto Railway Company on Dundas street within the City of Toronto. The three companies covenanted and agreed to abide by and observe, amongst other clauses, section 15 of the agreement. These agreements were ratified and confirmed and declared valid and binding by an Act of the Legislature passed in 1900, 63 Vic. Cap. 103, and appear as schedules B. and D. to the Act.

The Toronto Railway Company operates the street railway in the City of Toronto. One of the routes of the company is known as the Dundas street route. The cars on that route run along York street, Richmond street, Victoria street, Queen street and Dundas street from its intersection with west Queen street and the limit forming the western boundary of the City of Toronto and the easterly boundary of Toronto Junction.

In pursuance of the agreements and the Legislation the Toronto Railway Company ran its regular Dundas street cars through to Keele street in Toronto Junction from the beginning of the year 1900 to the end of September, 1907, when the service was discontinued by reason of the City of West Toronto requiring to take up the streets traversed by the Railway for the purpose of re-constructing and repairing the pavement, which by clause 15 of the agreement of the 11th day of November, 1899, the corporation had the right to do. After the work of constructing and repairing the pavement on Dundas street was completed by the City of West Toronto, and about the 10th of December, 1907, the Toronto Railway Company, upon being requested by the corporation to resume the service on Dundas street, refused to operate their cars on Dundas street between the easterly limit of the town and Keele street. On the 8th January, 1908, upon the application of the Corporation of Toronto Junction, this Board made an order that the respondent, the Toronto Railway Company, forthwith commence and until the final determination of this complaint, unless the Board should sooner order, continue each day to operate its regular Dundas street service along Dundas street between the easterly limit of the town and the westerly limit of Keele street using the "Y" at Keele street and Dundas street for the purpose of turning its cars and the cars so to be operated on Dundas street and the said "Y" should be those operated on the regular Dundas street service of the company to the westerly limit of Dundas street within the City of Toronto. The Toronto Railway Company are now operating their cars on this route in pursuance of such order. The question is, has the City of West Toronto the right to have the Toronto Railway Company's regular Dundas street service along Dundas street between the easterly limit of the City of West Toronto and Keele street continued?

Mr. Bicknall addressed a very able argument to the Board in support of the contention that all the agreement amounted to was a mere franchise or right to run over the tracks of the Suburban Company which the Company could abandon at will. The Board cannot subscribe to that doctrine. We are of opinion that the right of the people of West Toronto under the agreement to street car transport does not hang on such a brittle thread as the company's will. The Board are of opinion that by virtue of clauses 1 and 6 of the agreement of the 6th of October, 1899, schedule b to Cap. 103 of 63 Vic., the city has the right to have the Dundas street service continued and that the company cannot discontinue such service at will. The refusal and neglect of the company to continue its Dundas street service to Keele street after the completion of the construction and repair of the pavement was a breach of the agreement on the part of the company.

Section 63 of the Ontario Railway and Municipal Board Act of 1906 vests in the Board, where it is alleged by a municipal corporation having jurisdiction over a highway along which a railway is operated under an agreement between the municipality and the company that the company has committed a breach of the agreement, power to hear all matters relating to such breach of the agreement and to make such order as to the same as to it may seem, having regard to all the circumstances of the case, reasonable and expedient, and in such order the Board may in its discretion direct the company to do such things as are necessary for the proper fulfilment of the agreement or to refrain from doing such acts as constitute a breach thereof.

The Board, having regard to all the circumstances, consider it reasonable and expedient in its discretion to order and direct the company to continue to operate its regular Dundas street service along Dundas street between the easterly limit of the Town of Toronto Junction, now the City of West Toronto, and the westerly limit of Keele street and a formal order can issue accordingly.

The company allege that the town have not placed the railway line, rails and substructure in substantially the same state or condition as before the commencement of the works or improvements, as required by clause 15 of the agreement of the 11th November, 1899. On the 7th November, 1907, the company were requested by Mr. Anderson, the town solicitor, to undertake the work of replacing the rails and that the cost of such work would be paid by the corporation to the company. The company did not acquiesce in this proposal. On the 13th of November, 1907, Mr. Fleming, the manager of the company, wrote to the town solicitor stating that the construction of the tracks by the town from Humberside avenue to Keele street was of such a nature that he did not think there was any possibility of the company operating their cars over that section until such time as it was placed in proper and substantial condition and that in view of this they preferred not to comply with the solicitor's request. On the 16th November the town solicitor wrote to the manager of the company, asking the company to let him know in what way the Toronto Railway Company considered the work recently done by the town in relaying the railway tracks not proper or substantial. On the 23rd November the manager of the company wrote to the town solicitor that he understood that the council of the town had engineers and that the track was being constructed under supervision and that consequently there was no necessity for the company's interference or suggestions. The company had an official, who from time to time kept watch on the work of reconstruction by the city and reported to the company. The company, while the work was in progress, did not point out wherein the

reconstruction was defective. It is clear to the Board that the company were looking for an excuse to discontinue the Dundas street service.

The Board had the advantage of personally observing the work of reconstruction and laying of the rails as it progressed. The tracks were laid with the same rails that were in use when the street was taken up. They were laid upon a substructure the same as that adopted and used by the Toronto Railway Company in other portions of their system in the City of Toronto. The Board declined to hear several witnesses, whose evidence Mr. Anderson on behalf of the city tendered in reply, for the reason that they were satisfied from the evidence already before them and from their observation, that the railway line, rails and substructure were left by the city in substantially the same state and condition as before the commencement of the works or improvements. In fact the railway line, rails and substructure were better than before the commencement of the work. It is true that the rails used in the work of replacing the tracks were the same old rails that were taken up. Before they were replaced the town requested the company to provide new rails for the work of reconstruction. The company did not comply with this request. The old rails have yet in them several years of useful life. For this reason the Board do not deem it expedient to finally deal with the city's application for an order requiring the company to reconstruct tracks, but adjourn such application *sine die* to be mentioned again to the Board if the company fail to keep the tracks in proper repair.

The Board makes no order as to costs, save that the company shall provide $30 for stamps upon the formal order.

Dated at Toronto this twenty-ninth day of June, 1908.

(Signed) James Leitch,
Chairman.

(Signed) A. B. Ingram,
Vice-Chairman.

(Signed) H. N. Kittson,
Member.

Order.

Upon the application of the above named complainant complaining that the Respondent has failed and is failing to do an act, matter or thing to be done by a certain agreement entered into on the 6th day of October, 1899, by the respondent with the complainant by which in consideration, among other things, of a grant of the right to run cars over Dundas Street in the Town of Toronto Junction for a period of twenty-three years, the respondent agreed and undertook, among other things, as follows:—

> "The City Company (meaning the respondent) shall each day operate its regular Dundas Street service along Dundas Street between the easterly limit of the Town and the westerly limit of Keele Street, and cars operated on said Street shall be those operated on the regular Dundas Street service of the City Company to the westerly limit of Dundas Street within the City of Toronto,"

by neglecting and refusing to operate the said cars or any cars in pursuance of the said agreement, and has, in respect of the said agreement, violated or committed a breach thereof,

Upon reading the complaint of the complainant in that behalf and the reply of the respondent thereto,

Upon hearing the evidence adduced on behalf of the complainant and respondent, and

Upon hearing Counsel for the complainant and respondent on the fourth, fifth, and sixth days of June, 1908, and judgment having been reserved until this day.

This Board doth order that the respondent do operate and continue to operate each day hereafter, its regular Dundas Street service along Dundas Street between the easterly limit of the Town of Toronto Junction and the westerly limit of Keele Street in the said Town, using the "Y" at Keele Street and Dundas Street for the purpose of turning its cars and that the cars so to be operated on Dundas Street aforesaid and the said "Y" shall be those operated on the regular Dundas Street service of the respondent to the westerly limit of Dundas Street within the City of Toronto.

This Board does not see fit to make any Order as to costs, save and except that the respondent shall provide $30.00 for stamps on the Order.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Order Allowing Appeal Bond.

Upon the application of the above named Appellant upon reading the Bond in the penal sum of Two Thousand Dollars ($2,000) fyled, and upon hearing Counsel for all parties,

1. It is ordered that the said Bond be and the same is hereby allowed as a good and sufficient bond for security for the Respondent for its costs of the Appeal herein by the said Appellant to His Majesty in his Privy Council, and the said appeal be and the same is hereby allowed.

2. And it is further ordered that the costs of this application be costs in the appeal.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Judgment Allowing Appeal Bond.

This is an application made by the Respondents to the Board to allow a bond as security for costs of an appeal to His Majesty in his Privy Council from the judgment of the Board in this matter.

The Respondents have already made an application to the Court of Appeal for Ontario for leave to appeal from the judgment of the Board in this case. Such leave was refused by the Court of Appeal. The Respondents now urge upon the Board that an appeal may be had and taken under subsection 7, of section 43, of "The Ontario Railway and Municipal Board Act, 1906," direct from the Board to His Majesty in His Privy Council, and ask the Board to make an order approving a bond as security for costs.

I am of opinion that an appeal does not lie direct from this Board to His Majesty in His Privy Council. Besides, the Respondents having failed to get leave to appeal from the judgment of the Board in this matter to the Court of Appeal for Ontario, I am of opinion that they are estopped from taking any further proceeding to question the judgment of the Board, herein. However, as it has been very strongly argued by the Respondents that notwithstanding all this an appeal does lie direct from this Board to His Majesty in His Privy Council in this matter, and fearful that I may be wrong and do the Respondents an injustice, I thing I should not take the responsibility of preventing an appeal by refusing to approve the Bond filed by the Respondents, herein. I suggested to the Respondents that they should

make an application to the Board to state a case and submit the following question to the Court of Appeal for Ontario: "Does an appeal lie to His Majesty in His Privy Council, under subsection 7, of section 43, of the Ontario Railway and Municipal Board Act, 1906, direct from the Board, without first appealing to the Court of Appeal for Ontario, upon leave given by said Court, pursuant to subsection 2, of section 43, of said Act." The Respondents declined to apply for such a stated case, preferring to go direct to the Privy Council. As they are willing to take the risk of having their appeal to the Privy Council quashed or dismissed, I do not see why the Board should assume the responsibility of preventing an appeal to His Majesty in His Privy Council by refusing to allow the Bond. The Board, therefore, approves and allows the Bond filed herein.

Dated this 25th day of November, 1908.

(Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 243.

In the matter of the application of the South-Western Traction Company for approval of its By-laws *re* Freight Traffic.

Jan. 3. Letter to Applicants to file originals or certified copies in duplicate.

Jan. 17. Received copy By-law and two copies tariff.

Feb. 11. By-law and tariff considered and approved temporarily. Order made accordingly.

Order.

Upon the application of the South-Western Traction Company and upon reading the By-law hereto annexed respecting tariff of freight charges, and the local electric freight Tariff Number 1 therein referred to and also hereunto annexed,

The Board orders that the said By-law of the South-Western Traction Company respecting its tariff of freight charges and the local electric freight Tariff Number 1 therein referred to, which By-law and Tariff are hereto annexed, be and the same are hereby approved under and in pursuance of Section 169 of the Ontario Railway Act, 1906, provided that the Board may at any time or times or from time to time hereafter of its own motion or upon any application or complaint withdraw its approval of the above mentioned By-law and Tariff or either of them, or alter, amend, add to, take from, vary or otherwise change or modify the said By-law and Tariff or either of them.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 246.

In the matter of the application of the London Street Railway Company for the sanction of its Rules.

Jan. 4. Application and rules filed, letter to Applicants to file duplicate copy of rules.

Jan. 7. Duplicate copy of rules filed, considered and approved.

Jan. 7. Order made accordingly.

ORDER.

Upon the application of the London Street Railway Company, and upon reading the copy of the rules of the said Company hereto annexed,

The Board orders that the said rules of the said The London Street Railway Company, be and the same are hereby sanctioned and approved.

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 247.

In the matter of the application of the Ottawa Electric Railway Company for the approval of the fenders and brakes in use on its cars.

Jan. 8. Application filed for approval of Providence Fender Westinghouse Air Brake (on double truck cars) and handbrakes (make not specified) (on single truck cars).

Jan. 8. Letter to applicants for description of hand brake.

Jan. 11. Reply received from applicants and order made approving fenders and brakes.

ORDER.

Upon the application of the Ottawa Electric Railway Company for the approval, under Sections 209 and 210 of "The Ontario Railway Act, 1906," of the "Providence" fender and the "Westinghouse" air brake, the "Peacock" hand brake, and the ordinary connected handbrakes, for use on its cars, and the said fender and brakes having therefore been tested by engineers acting for the Board or being known to the Board,

The Board orders that the "Providence" fender and the "Westinghouse" air brake, the "Peacock" hand brake, and the ordinary connected hand brakes, in use upon the cars of the said The Ottawa Electric Railway Company, be and the same are hereby approved; provided, however, that the approval of such fender and brakes may be withdrawn by the Board if and when at any time the traffic on any portion or portions of the line or lines of the said Company, or improvements in fenders, guards or brakes, shall, in the opinion of the Board, call for or require the use of a different, other or additional fender, guard or guards, brake, or other life saving device.

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 248.

In the matter of the application of the Galt, Preston and Hespeler Street Railway Co., Ltd., for approval of its rules and tariffs.

Jan. 18. Application filed. Letters to applicants for duplicates of rules and tariffs.

Jan. 22. Duplicate of rules and tariffs filed. Letter for scale of mileage.

Jan. 27. Duplicate passenger tariff with scale of mileage filed.

Jan. 28. Letter to Company to comply in tariff with section 171 (ss. 1) of Ontario Railway Act, 1906, *re* children.

PROCEDURE FILE No. 251.

Re FORM OF RAILWAY RETURNS OR REPORTS TO BOARD.

Tuesday, Jan. 21st, 1908.

The Board (present Vice-Chairman and Mr. Kittson) receives in Chambers at 11 a.m. a deputation from the Canadian Street Railway Association, composed of Mr. E. G. Evans, Gen. Man. of the Quebec Railway, Light and Power Co., Quebec, President of the Association; R J. Fleming, Gen. Mgr. Toronto Railway Company, Toronto; D. T. McIntosh, of the Niagara, St. Catharines and Toronto Railway; G. E. Waller, of the Hamilton, Grimsby and Beamsville Electric Railway Co.; A. H. Royce, Counsel for the Association, and Acton Burrows, Secretary of the Association, when the following changes in the form of railway reports to the Board were assented to by the Board:—

On page two of the report, line six, the word "payable" is substituted for the word "paid." In the next line the word "payable" is substituted for the word "paid." In the next line the words "payable to" are substituted for the word "paid". In the next line the word "assessed" is substituted for the word "appraised." The line relating to power consumed per car mile in kilowatt hours is struck out.

The Board agreed to accept from the Companies represented at the meeting the form of reports submitted to the Dominion Government.

The affidavit verifying report is in future to be made by the President or General Manager and Secretary, Treasurer or Accountant of each Company.

PROCEDURE FILE No. 252.

In the matter of the application of the Town of Southampton for approval of by-laws increasing (from 4% to 5%) rate of interest on certain debentures.

Jan. 29. Application filed.

Feb. 10. Application considered by Board, letter to Applicants calling attention to Special Act (cap. 77, Ont. Stats., 1905), especially sections 4 and 15 and thereon.

PROCEDURE FILE No. 253.

Re Proposed Act respecting Renewal of certain Port Hope and Port Hope Harbour Debentures.

Feb. 4. Material filed with Board under Rule of Legislative Assembly, 61*a*. (27th March, '07).

Feb. 18. Auditor's itemized statement of assets and liabilities and declaration verifying same filed.

Feb. 18. Bill received (after first reading) from the Clerk of the Legislative Assembly.

Feb. 21. Enquiries *re* Bill completed and report made to the House under above rule.

To the Honourable, the Legislative Assembly of the Province of Ontario, in Parliament assembled:—

The undersigned have had under consideration Bill No. 21, intituled "An Act respecting the Renewal of certain Debentures of the Town of Port Hope and the Port Hope Harbour," and the Petition therefor.

The Board have made enquiry into the allegations set out in the Bill and into all other matters which the Board deem necessary in connection therewith, and beg to report that it is reasonable that such Bill do pass into law.

Dated this twenty-first day of February, 1908.

(Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

(Signed) H. N. Kittson,
Member.

Procedure File No. 254.

In the matter of the application of the Town of Sarnia for an order for the annexation to said Town of a certain portion of the adjoining Township of Sarnia.

Feb. 7. Application filed.

Feb. 14. Application considered and order made for annexation as applied for.

Order.

Upon the application of the above named Corporation and upon reading the written application, signed by the Mayor and Clerk, and the statutory declaration of James Dobbie Stewart, the Town Clerk of the said Corporation, filed, and it appearing that two-thirds of the members of the Municipal Council of the said Corporation, did, in Council, and in pursuance of the provisions of the Municipal Act, pass a resolution affirming the desirability of adding to the limits of the said Town a certain portion of the adjoining Township of Sarnia,

The Board orders and proclaims that all that certain parcel or tract of land, situate, lying and being in the Sarnia Indian Reserve in the Township of Sarnia in the County of Lambton, in the Province of Ontario, composed of all that part of lot number forty-four in the Indian Reserve in the Township of Sarnia in the County of Lambton, which lies to the west of the Pere Marquette Railway Company's lands, and more particularly described as follows: Commencing at the intersection of the limit between said lot and the Town of Sarnia with the westerly limit of the right of way of the Erie & Huron Railway now known as the Pere Marquette Railway, thence southerly along said west limit of said railway six chains thirty-three and seven-tenths links more or less to the limit between said lot forty-four and River lot forty-three, thence westerly along said limit between said lots eight chains and five links more or less to high water mark of the River St. Clair, thence northerly along said high water mark of said River six chains and thirty-three and seven-tenths links more or less to said limit between River lots forty-four and the Town of Sarnia, thence easterly along said limit seven chains and fifty links more or less to the place of beginning and highways and streets passing through the same and the water lot in front thereof to the west, extending westerly to the Channel Bank of the River St. Clair, be and the same is hereby annexed to the Town of Sarnia, such annexation to take effect on and from the day of the date hereof.

(L.S.)

(Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 255.

In the matter of the application of the City of Peterborough for approval of By-law No. 1,359 for $10,000 debentures for waterworks extensions.

February 8. Application and material filed.

February 10. Application and material considered and application granted.

February 10. Order made accordingly.

ORDER.

Upon the application of the above named Corporation, and upon reading the notice of application filed by E. H. D. Hall, Esquire, Solicitor for the Applicant, the affidavit of Simon Robert Armstrong, Clerk of the said City and Secretary of the Peterborough Water Commissioners, and the certified copy of the said By-law, filed, and it appearing that by Chapter 59 of the Statutes of the Province of Ontario passed in the second year of the reign of His Majesty King Edward the Seventh as amended by Chapter 64 of the Statutes of the Province of Ontario passed in the fourth year of the reign of His Majesty King Edward the Seventh, the said Applicants are authorized to pass with the approval of the Board the said By-law Number 1,359.

The Board orders that the said By-law Number 1,359 of the Municipal Corporation of the City of Peterborough, intituled, "By-law Number 1,359. A By-law to authorize the borrowing of Ten thousand dollars to pay for extensions made in the Waterworks System of the City of Peterborough in the year 1907," be and the same is hereby approved.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 256.

In the matter of the application of the City of Peterborough for the approval of By-law No. 1,361, providing for the payment of an increased rate of interest on debenture debt created by the said Corporation's By-laws Number 1,270, 1,271 and 1,272.

February 8. Application and material filed.

February 10. Application and material considered and application granted.

Order accordingly.

ORDER.

Upon the application of the above named Corporation, and upon reading the notice of application filed by E. H. D. Hall, Esquire, Solicitor for the Applicants, the certified copies of the said By-laws Numbers 1,270, 1,271, 1,272 and 1,361, filed, and the affidavit of Frank Adams, Treasurer of the said Corporation filed,

The Board orders that the said By-law Number 1,361 of the said Municipal Corporation of the City of Peterborough, intituled, "By-law Number 1,361. A By-law to amend By-laws Numbers 1,270, 1,271 and 1,272 of the Corporation of the City of Peterborough," be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Consolidated Municipal Act, 1903" (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 257.

In the matter of the application of the Sandwich, Windsor and Amherstburg Railway for approval of its Express Tariff No. 2, Passenger Tariff and By-law regulating rates.

February 8. 1 copy Tariff filed-letter for duplicate.

February 12. Duplicate Tariff filed.

March 26. 1 Duplicate Express Tariff No. 2, Passenger Tariff (1 copy) and By-law (1 copy) re rates filed. Letter for duplicate.

April 4. 1 duplicate of By-law and of schedules A and B thereto filed.

April 6. Letter that Board cannot approve passenger tariff.

April 6. Letter that Board temporarily approves freight tariff (on condition stated).

PROCEDURE FILE No. 258.

In the matter of the application of the Town of Gravenhurst for approval of its By-law No. 397 to increase (4½% to 5%) rate of interest on debentures ($45,000 issued under By-law 381 to establish Hydro-Electric Power Plant.

February 12. Letter with some material and asking for directions received, and letter written in reply.

February 17. Further material filed and considered. Order made approving By-law.

ORDER.

Upon the application of the above named Corporation, and upon reading the notice of application signed by the Mayor and Clerk and Treasurer of the said Corporation, the affidavit of Frederick Slater, Mayor, and William H. Cross. Clerk and Treasurer. of the said Town, and the certified copies of the said By-laws numbered 381 and 397, filed,

The Board orders that the said By-law Number 397 of the said Municipal Corporation of the Town of Gravenhurst, intituled, "By-law No. 397. A By-law to amend By-law No. 381 of the said Town of Gravenhurst," be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "Consolidated Municipal Act, 1903" (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) A. B. INGRAM,

Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 259.

Re Act respecting Town of Trenton.

February 12. Act respecting Town of Trenton (increasing from 4 to 5% interest on certain debentures) referred to Board under Rule of Legislative Assembly No. 61a, passed 27th March, 1907.

Act returned to Clerk of House not being covered by above Rule.

PROCEDURE FILE No. 260.

In the matter of the application of the Town of Galt for the approval of By-law No. 887 increasing the rate of interest (from 4% to 5%) on debentures issued under its By-law No. 860.

February 13. Application and material filed and considered and letter to applicants to furnish further proof.

February 19. Further material filed and considered and order made approving By-law.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by John Bell Dalzell, Solicitor for the Applicant, the certified copy of each of the By-laws numbered 860 and 887, the statutory declaration of Thomas Patterson, Mayor of said Town, and the affidavits of the said Thomas Patterson and Andrew J. Oliver, Chairman of the Finance Committee of said Town, filed,

The Board orders that the said By-law Number 887 of the said Municipal Corporation of the Town of Galt, intituled, "Town of Galt. By-law No. 887 to amend By-law No. 860," be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Consolidated Municipal Act, 1903" (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 261.

In the matter of the application of the Town of Galt for approval of By-law No. 888, increasing the rate of interest (from 4% to 5%) on debentures issued under By-law No. 861.

February 13. Application and material filed and letter to applicants to furnish further proof.

February 19. Further material filed and considered. Order made accordingly.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by John Bell Dalzell, Solicitor for the Applicant, the certified copy of each of the By-laws numbered 861 and 888, the statutory declaration of Thomas Patterson, Mayor of said Town, and the affidavits of the said Thomas Patterson and Andrew J. Oliver, Chairman of the Finance Committee of said Town, filed,

The Board orders that the said By-law Number 888 of the said Municipal Corporation of the Town of Galt, intituled "Town of Galt. By-law No. 888 to Amend By-law No. 861." be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Consolidated Municipal Act, 1903" (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 262.

Between Thomas Tod, Applicant, and the Corporation of the City of Port Arthur, Respondent.

Application under Section 47 ss. 3, of "The Ontario Railway and Municipal Board Act, 1906," for leave to enforce against Port Arthur the penalties provided by Section 193 ss. 3, of "The Ontario Railway Act, 1906," for running Sunday cars.

February 13. Application filed.

February 26. Appointment for return of motion for hearing, etc., Thursday, March 12, 1908, 11 a.m.

February 28. Applicants' notice of motion for hearing filed.

March 4. Applicants' affidavit filed.

March 12. Hearing fixed for Wednesday, June 23rd, 1908 at 11 a.m., in the Court House, Port Arthur.

June 8. Original subpœna issued on application of Attorney-General,

June 15. 11 a.m. Hearing at Municipal Buildings, Port Arthur (all members of the Board present), 5.30 p.m., hearing concluded, judgment reserved.

June 30. Board delivers judgment refusing application at present and adjourning same *sine die* till after next session of House, Attorney-General to have right to bring matter on again then.

Notice of Application.

1. The applicant is a dairyman residing in the City of Port Arthur.

2. The respondent is the Municipal Corporation of the City of Port Arthur.

3. The applicant alleges that the Corporation of the City of Port Arthur, which is a municipal corporation operating a Street or Electric Railway between the cities of Port Arthur and Fort William, operates the same and employs persons thereon on the first day of the week commonly called Sunday, not for the purpose of keeping the track clear of snow or ice or for the purpose of doing other work of necessity, and has operated the same for a long period and especially on Sunday the 7th day of July, Sunday the 14th day of July, Sunday the 21st day of July, Sunday the 28th day of July, Sunday the 4th day of August, Sunday the 11th day of August, Sunday the 18th day of August, Sunday the 25th day of August, Sunday the 1st day of September, Sunday the 8th day of September, Sunday the 15th day of September, Sunday the 22nd day of September, Sunday the 29th day of September, Sunday the 6th day of October, Sunday the 13th day of October, Sunday the 20th day of October, Sunday the 27th day of October, Sunday the 3rd day of November, Sunday the 10th day of November, Sunday the 17th day of November, Sunday the 24th day of November, Sunday the 1st day of December, Sunday the 8th day of December, Sunday the 15th day of December, Sunday the 22nd day of December, Sunday the 29th day of December, in the year One Thousand Nine Hundred and Seven, and Sunday the 5th day of January, Sunday the 12th day of January, and Sunday the 19th day of January, in the year One Thousand Nine Hundred and Eight, and still continues to operate the same contrary to the provisions of "The Ontario Railway Act, 1906," s. 193, although the said respondent did not before the 1st day of April, 1897, regularly run cars upon the said Street or Electric Railway on Sunday, nor has it the right to operate such street or electric railway or to run cars thereon on Sunday.

4. The applicant hereby applies under "The Ontario Railway and Municipal Board Act, 1906," s. 47 (3) to the Ontario Railway and Municipal Board for an order for leave to enforce against the respondent the penalties provided by "The Ontario Railway Act, 1906," s. (193) for operating a street or electric railway on the first days of the week commonly called Sunday, set out in paragraph 3 hereof in any Court having jurisdiction in civil cases to the amount involved and to take and prosecute all such legal proceedings therein as the said applicant may deem necessary, expedient or proper for that purpose.

5. This application will be heard by the Board after ten days from the service hereof at such time and place and in such manner as the Board may order and direct.

6. This notice is given by Thomas Tod, of the City of Port Arthur, in the District of Thunder Bay, the applicant in person.

Dated at Port Arthur, this twelfth day of February, 1908.

(Signed) THOMAS TOD,
Applicant.

JUDGMENT.

This is an application made by the Honourable, the Attorney-General, at the instance of the Lord's Day Alliance for leave to the Applicant, Thomas Tod, to take proceedings to recover against the City of Port Arthur penalties provided by the Ontario Railway Act, 1906, Section 193, subsection 3, for operating street cars in that City on Sunday. For every car run or operated in violation of section 193 the Respondents are liable to forfeit and pay the sum of $400. It is alleged, on behalf of the Applicant, that cars were operated by the Respondents on every Sunday between the 7th July, 190,7 and the 19th January, 1908, inclusive. The penalties sought to be recovered, will amount to $11,600, even if only one car was run on each Sunday. It was stated by Mr. J. A. Patterson, K.C., representing the Attorney-General, that the amount of penalties was of no consequence, that the object of the proceedings was to test the right to operate street cars in Port Arthur on Sunday. Mr. F. H. Keefer, K.C., who represented Port Arthur, urged that by virtue of the Act of 1893, 56 Vic. Cap. 78, Section 1 and an agreement made thereunder with the City of Fort William, that the Corporation of Port Arthur had the right to operate the cars on Sunday. The Board decline to decide the question of right on an application of this kind. The only question which the Board will deal with, is the one, as to whether or not leave should be gven to recover the penalties, as asked.

The situation of the Cities of Port Arthur and Fort William are exceptional and somewhat unique. These Cities have each about 15,000 inhabitants, are rapidly progressing and are destined at no late date to be one great City. At present the business and residental parts of those cities are separated by a stretch of low-lying land about two miles in extent, which is very sparsely occupied and which is not likely to be extensively built upon for some time. Stretched along the water front of Port Arthur and extending along the Kaministiquia River in front of Fort William are the Canadian Northern, the Canadian Pacific, the Ogilvie Milling Company, and other Companies' huge elevators with a storage capacity of upwards of twelve millions of bushels. The blast furnaces of the Atikokan Iron Company, which employs upwards of 150 men, occupies a portion of the water front. It is necessary that the workmen in the blast furnaces should work on Sunday. Before the close of navigation during certain hours it is lawful to load grain on Sunday. A large number of men employed as engineers, firemen, conductors, and brakemen, in the service of the Canadian Pacific Railway are required to work on Sunday. They live in Port Arthur but have to take their trains in Fort William. In a very short time the Grand Trunk Pacific will have their terminals on the south side of the Mission River in the neighbourhood of Fort William. That Company has secured 16,000 acres for their tracks, coal docks and elevators. They will employ upwards of 1,000 men. This will mean an addition to the population of that locality of upwards of 5,000 people. Doctors, who live in Port Arthur practice in Fort William and vice versa. Clergymen hold services in both cities.

The Corporation of Port Arthur did not commence the operation of street cars on Sunday offensively and in defiance of public opinion. The muni-

cipal authorities first took a plebicite of the rate payers entitled to vote on a money by-law. A majority of 81 of that constituency were in favour of Sunday cars. They next took a plebicite of the rate payers entitled to vote at municipal elections. A majority of 484 of these voters were in favour of Sunday cars. A clergyman, the Rev. Mr. Totterham, appeared before the Board and asked to be heard. He was strongly in favour of Sunday cars. Several members of the Lord's Day Alliance in Port Arthur are in favour of Sunday cars. They only object to the cars being run on Sunday at present by reason of the doubt they have as to the legality of the practice. There is no doubt but what the comfort, convenience and necessities of the people demand Sunday cars It is in evidence that no other means of transport will entail so little Sunday labour to man and beast. Power for the waterworks, electric light and street cars is supplied by the same plant, and whether the cars run or not the men in the power station must work on Sunday. The cars are operated by the people for the people, and the people are almost a unit in demanding a Sunday service. If street cars should be operated on Sunday in any place in Ontario they should be operated between the cities of Port Arthur and Fort William. Whatever doubt there may be as to the legal right to operate street cars in Port Arthur on Sunday, that doubt can be put at rest by enactment by the Provincial Parliament.

This Board sees no necessity at present for imposing upon Port Arthur the burden of what may be a long, expensive and harassing litigation. The Board are of the opinion that it is in the public interest to withold leave to recover the penalties in question against Port Arthur until Parliament has had an opportunity of removing any doubt that may exist as to the City's right to a Sunday car service. Until Parliament solemnly determines by not putting it at rest that it is necessary to litigate the question, this Board will withold the leave which is now sought. The Board therefore adjourns this application *sine die* until after the next session of Parliament, when the matter can again be brought before the Board by the Honourable, the Attorney-General, if necessary. In the meantime it seems to the Board that the necessities of the people require that cars should run.

In the meantime the Board makes no order as to costs.

Dated at Toronto this thirtieth
day of June, 1908.

(Signed) James Leitch,
Chairman.

(Signed) A. B. Ingram,
Vice-Chairman.

(Signed) H. N. Kittson,
Member.

Procedure File No. 263.

In the matter of the application of the Village of Beamsville for the approval of By-law No. 320 to raise by issue of debentures the amount of $5,000 for waterworks extensions.

February 14. By-law filed for approval. Interview with Reeve of Village. By-law considered by Board and new By-law recommended. Copy of form supplied at request of applicants, they being notified that Board does not vouch for legality or validity of form supplied. Board advises them to consult their solicitor as to this, as form is supplied merely to assist applicants in drafting new By-law.

March 24. New draft By-law filed and considered, letter returning for correction and for necessary proofs, etc.

April 7. New draft By-law filed no proofs or evidence filed as yet.

May 5. New By-law (No. 320) and other material filed and order made approving By-law No. 320.

ORDER.

Upon the application of the above named Corporation and upon reading the certified copy of the said By-law No. 320 and the affidavits of David Davis, Reeve, Harle V. Robins, Clerk, and Alexander Milne, Engineer, of the said Village, filed.

The Board orders that the said By-law No. 320 of the Municipal Corporation of the Vilage of Beamsville, intituled, "By-law No. 320. By-law or the Corporation of the Village of Beamsville, to authorize the issue of debentures to the amount of five thousand dollars ($5,000.00) for the purpose of completing the Reservoir now under construction, increasing and protecting the water supply and otherwise improving and extending the waterworks of the said Village," be, and the same is hereby approved.

L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 264.

In the matter of the application by the City of Woodstock for the approval of By-law No. 404 to raise by issue of debentures the sum of $2,694.00 for extension of Electric Light Plant.

February 17. Application and material filed and considered and approved.

February 17. Order made approving By-law.

ORDER.

Upon the application of the above named Corporation, and upon reading the written petition of the Municipal Council of the said Corporation, the statutory declaration of Rolando G. Sawtell, Mayor, George C. Eden, Treasurer, and John Morrison, Clerk, of the said City of Woodstock, the certified copy of the said By-law No. 404, and Schedule A, By-law 404, filed.

The Board orders that said By-law No. 404 of the said Municipal Corporation of the City of Woodstock, intituled, "By-law No. 404 of the Municipal Corporation of the City of Woodstock, authorizing the Mayor and Treasurer to issue debentures to the amount of $2,694 to meet the cost of certain improvements and extensions to the electric light plant of the said City," be, and the same is hereby approved.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 265.

In the matter of the application of the Toronto Railway Company under sections 209 and 210 of the Ontario Railway Act, 1906, for the approval of the "1908 Watson Type" and the "Watson Twentieth Century Fender Improved" fenders for use on its railway.

February 17. Application filed for "test, for approval," of above fenders.

February 25. Test conducted.

February 27. Engineer's report received, neither fender satisfactory.

March 3. Copy Engineer's report dispatched (by registered mail) to Toronto Railway Company.

March 23. Application received for another test of Watson Twentieth Century Fender Improved.

March 23. Order made appointing J. F. H. Wyse to conduct test and report to Board.

March 26. Appointment made to conduct test at Dundas Street car barns, on Monday, 30th inst., at 2 p.m.

April 8. Report of Engineer received.

ORDER.

Upon the application of The Toronto Railway Company for the approval of the above mentioned fenders under sections 209 and 210 of "The Ontario Railway Act, 1906."

The Board orders, appoints and directs John F. H. Wyse, of the City of Toronto, in the County of York, Electrical Engineer, to carry on and conduct proper and sufficient tests of the s id "1908 Watson Type" Fender, and of the said the "Watson Twentieth Century Fender Improved" fender, and to report to the Board as to the result of the testing of such fenders by him, so that the Board may consider the suitability (under sections 209 and 210 of "The Ontario Railway Act, 1906") of such fenders, or either of them, for use on the cars of The Toronto Railway Company.

And the Board further orders that the fees, charges and disbursements of the said John F. H. Wyse, of, for and incidental to such testing as aforesaid, shall be paid by the applicants, The Toronto Railway Company.

(L.S.) (Signed) A. B. INGRAM,

Vice-Chairman of the Ontario Railway and Municipal Board.

Toronto, Ont., February 27, 1908

A. B. INGRAM, ESQ.,
Vice-Chairman,

and

H. N. KITTSON, ESQ.,
Member Ontario Railway and Municipal Board,
Parliament Buildings, Toronto.

GENTLEMEN,—Complying with your order of February 19th, 1908.

I tested, February 25th, 1908, the "1908 Watson Type" fender and the "Watson Twentieth Century Fender Improved," and have to report that I find neither of them suitable for use on the cars of the Toronto Railway Company (under sections 209 and 210 of "The Ontario Railway Act, 1906").

I beg to express the opinion that with certain improvements made in the "1908 Watson Type" of fender, future tests may demonstrate it as suitable for adoption.

Respectfully submitting the above, I am,

Yours very truly,

(Signed) J. F. H. WYSE.

ORDER.

Upon the application of the Toronto Railway Company for the approval of the above mentioned fender under sections 209 and 210 of "The Ontario Railway Act, 1906."

The Board orders, appoints and directs John F. H. Wyse, of the City of Toronto in the County of York, Electrical Engineer, to carry on conduct proper and sufficient tests of the said the "Watson Improved Twentieth Century Fender," and to report to the Board as to the result of the testing of such fender by him, so that the Board may consider the suitability (under sections 209 and 210 of "The Ontario Railway Act, 1906") of such fender for use on the cars of The Toronto Railway Company.

And the Board further orders that the fees, charges and disbursements of the said John F. H. Wyse, of, for and incidental to such testing as aforesaid, shall be paid by the applicants, The Toronto Railway Company.

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

TORONTO, Ont., April 1st, 1908.

To the Ontario Railway and Municipal Board,
Parliament Buildings, Toronto, Ont.

JAMES LEITCH, Esq., Chairman.

DEAR SIRS,—Complying with your order of March 23rd, 1908, to test Watson Fenders,—

I beg to report that on March 30th and 31st, I tested the Watson 1908 Model on the single truck car 451, duplicating standard series of tests as had been applied to fender approved by your order of February 13, 1907.

The results do not indicate a fender equal to those already approved, and I cannot recommend same.

Complying with the provisions in my report of January 19, 1907, regarding method of suspending fenders on single truck cars Mr. Watson provided in this case a device shown on the attached blue print "A" which seems to be satisfactory.

It is of a rigid, substantial character, and braced in such a manner as to reduce to a minimum any horizontal or perpendicular movement of the fender, and as a fender suspending device for single truck cars, I recommend it for your approval (under sections 209 and 210 of the Ontario Railway Act).

Respectfully submitting the above, I am,
Yours very truly,
(Signed) J. F. H. WYSE.

PROCEDURE FILE No. 266.

In the matter of the application by East Toronto to annex a portion of the Township of York (the lands under plans 1215 and "M" 232.

February 19. Application and material filed, applicants' Solicitors requested to notify or get Counsel from Township of York.

March 5. Letter from Township Clerk, York Township, enclosing copy of Township Council's resolution and asking for notice of hearing; letter in reply.

March 31. Appointment for hearing 2.30 p.m. Tuesday, April 7th, 1908, at Board's offices. Applicants to notify Township of York.

April 2. Notice of hearing (with admission of service by Township of York) for 7th inst., filed.

April 7. Hearing, session of Board (Chairman and Vice-Chairman) W. H. Grant, Counsel for East Toronto, J. Kyles, Counsel for Township of York. Contra petition filed, which makes majority for annexation doubtful, accordingly by consent of Counsel Board adjourns hearing one week (till Tuesday, April 14th, 1908, at 2.30 p.m., at Parliament Buildings). New petition for and new petition against annexation to be circulated in interim).

April 14. Hearing continued, Petition for and 2 against annexation filed. Application refused, majority of ratepayers not having petitioned for annexation.

PROCEDURE FILE No. 267.

Between the Toronto and York Radial Railway Company and the Grand Trunk Railway Company.

February 19. Complaint filed re run offs of G. T. R. cars at Grand Trunk siding near T. & Y. R. R's. (Mimico Division) line.

March 30. Vice-Chairman inspects this siding (known as Keith's siding G.T.R.) in company with Mr. Chas. L. Wilson, Assistant Manager. Toronto & York Radial Railway Co.

Memo. of inspection made (see file).

March 31. Letter to Chas. M. Hayes, Esq., Gen. Manager G.T.R., enclosing copy of memo. of inspection by Vice-Chairman.

April 2. Letter from G.T.R. Co. that they have notified Alex. Keith owner of the siding.

THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

MEMO.

Re Grand Trunk Siding Known as Keith's Siding.

In company with Mr. Chas. L. Wilson, Local Manager of the Toronto & York Radial Railway Company. I examined the tracks at the above siding opposite Ritchie & Ramsay's Cardboard Works on 8th Street, New Toronto, and found a very steep grade upon which the Grand Trunk employees are required to place cars opposite the above works, at the end of which there is no stop-block or any other kind of an obstruction which would tend to prevent cars from running off the end of the track at this point.

Mr. Wilson informed me that there have been three accidents of a dangerous character at this point. In one case five cars ran away down this grade, running off the end of the track, passing over the electric railway and tearing down a portion of a farmer's gate, which was partially constructed of stone, before they were stopped. I consider this a very dangerous point should cars break away at a time when the electric railway cars are passing this point, and immediate action should be taken to have a stop-block constructed here by the Grand Trunk Railway.

Dated at Toronto this thirtieth day of March, 1908.

(Signed) A. B. INGRAM,
Vice-Chairman.

PROCEDURE FILE No. 268.

Between the Corporation of the City of Toronto, applicants, and the Toronto Railway Company, Respondents, (Fenders.)

February 19. Application filed.

March 7. Notice of motion for hearing, etc., returnable at 11 a.m.

March 7. Motion for hearing adjourned to Monday, 16th March at 3 p.m., by consent. Company, meantime, to have another fender test.

March 16. On return (adjourned) of motion therefor, hearing fixed for Thursday, April 2, 1908, at 11 a.m., in Board's offices, no reply directed.

April 1. Hearing adjourned till some day (to be arranged) next week at request of Counsel.

April 8. Hearing arranged between Counsel for Friday, 10th inst., at 2.30 p.m.

April 9. Record filed and certified.

April 10. Hearing, present whole Board, Counsel for Toronto, J. Fullerton, K.C., and W. Johnston, for Toronto Railway Company, H. S. Osler, K.C., J. P. White, Esq., Counsel for Jenkins Fender Co., also addressed Board. Hearing adjourned to 24 inst., at 11 a.m., to hear evidence as to records of fenders in actual use.

April 22. *Spa duces tecum* issued to the Jenkins Fender Co., Limited.

April 24. Hearing continued, 11 a.m., adjourned at 1 p.m. to April 30, 1908, at 11 a.m., at request of Counsel view by Board to be held April 25, 3 p.m.

April 25. Three p.m., view by Board of Jenkins Fenders in actual use on cars.

April 28. At request of Counsel, Thursday, April 30, 1908, 11 a.m., fixed for tests of further fenders, and hearing adjourned to Tuesday, 5th May, 1908, at 11 a.m.

May 5. Hearing continued and concluded, Watson Fender being approved by Board. Board reserves judgment as to time within which Company must commence and finish their equipment with approved fenders.

May 6. Judgment delivered ordering equipment of whole of Company's system within 6 months from this date, with fenders approved by Board.

May 27. Draft of formal order settled by Counsel for parties and completed.

NOTICE OF APPLICATION.

1. The Applicants are a Municipal Corporation.

2. The Respondents are a Street Railway Company carrying on business and having their head office at the City of Toronto .

3. Sections 209 and 210 of the Ontario Railway Act, 1906, provide as follows: —

"209. The Company, when operating any portion of its line by means of electricity along a highway shall from time to time adopt and use in the front of each motor car a fender or guard and shall from time to time adopt and use a brake and such other life saving appliances as shall be of a design approved from time to time by the Board as suitable for use by the Company, having regard to the efficiency of such fender, guard, brake and other life saving appliances for life saving purposes, and to the location of the company's line, and the speed at which the Company's cars may be run."

"210. The fender, guard, brake or other life saving appliance so approved of by the Board shall be adopted and used upon the cars of the company within the time fixed by the order approving of the same, or by

any order extending the said time; provided that where the cars of a company are equipped with fenders of a class so approved by the Board the company shall not be liable for non-compliance with any by-law or agreement relating to the class of fenders to be used in any city, or town, or any requirement of the engineer or other officer of the municipality under any such by-law or agreement."

4. The Respondents in operating their street railway system in the said City of Toronto adopt and use fenders or guards not complying with the provisions of the said sections 209 and 210 of the said Act.

5. The Applicants ask that the Respondents be ordered to adopt and use in the front of each motor car in use upon their said railway system a fender or a guard in compliance with the said sections and that an order may be made fixing the time within which the Respondents shall so equip their cars.

6. This application will be heard by the Board after ten days from the service hereof or earlier, as the Board may appoint, at such time and place and in such manner as the Board may so direct.

7. This notice is given by William Craig Chisholm of the City of Toronto in the County of York, Solicitor for the Applicants.

Dated this 19th day of February, A.D. 1908.

W. C. Chisholm,
Solicitor for Applicants.

Gentlemen,—With reference to my tests of the "Watson 1908 Model" Fender.

Tested February 25, 1908.—In five tests I only had one clear pick up.

1st.—To use a flat spring, and apply pressure at extreme front of cradle.

2nd.—To reconstruct cradle feeler so that after tripping it would get back and out of the way of the object to be picked up, and

3rd.—To arrange an extended device from the trucks (or single truck cars) on which the fender is to be suspended.

Flat Springs.—The flat spring did not seem to appeal to Mr. Watson, and as far as I know he made no effort to adopt it.

Feeler Changes.—His changes in the feeler did not result in its getting out of the victim's way.

Suspension.—Mr. Watson, however, designed a device for single truck car fender suspension, which I believe equal to anything so far tested for that purpose, and I recommend same to your Board for approval.

Instructions.—Your Board verbally instructed me to approve only a fender equal to or superior to those already approved, as of course anything else would be in the nature of a retrograde movement.

Tested March 30th and 31st.— On March 30th and 31st I again tested the "Watson 1908 Model," duplicating as near as possible the tests on which the Jenkin's Fender was approved by your order of February 13th, 1907.

Comparative Test.—To determine impartially the respective merits of the Jenkins and Watson Fenders, and before the results were compared I gave a numerical value to the several performances of the fenders, as follows:—

A clean pick up	10
A push along clear	8

A push along part under fender	6
A push along, 2 limbs under or a bad pinch	4
A push along, bad pinch or serious injury	2
Object passing under fender	0

Making a possible total of 120 points in the twelve tests.

Then each valuation was put down separately as follows:—

Test.	Jenkins.	Watson.
1st	10	10
2nd	10	10
3rd	6	2
4th	10	0
5th	10	4
6th	10	6
7th	10	6
8th	10	6
9th	9	10
10th	6	6
11th	6	8
12th	10	10
Total	107	78

Jenkins, 89 per cent.; Watson, 65 per cent.; or Jenkins 24 per cent ahead.

Conclusion.—From observation I was forced to the conclusion that the Jenkins' fenders now on the cars were not being maintained as approved, and were not kept in proper working order:—

The suspension fender springs on No. 702 had been changed so as to be utterly inoperative.

Another car had the Jenkins tripping device on one side rusted so as to be unworkable.

A third car I observed on the King St., line had one side cradle spring entirely carried away.

A fourth had the feeler set back off one of the tripping dogs.

They were set at various heights, some by actual measurement being 11 inches from the rail and some as low as 4½ inches.

Toronto, April 24, 1908.

COMPARISON.

A reference to the blue prints and specifications of the Jenkins and Watson fenders shows:—

1st.—That the unlocking device on the Jenkins is much simpler and depends on fewer details of construction for its proper maintenance and operation, than those on the Watson, because the former falls by gravity without the aid of springs or other extraneous devices, and the latter depends on a small steel or brass wire spring.

2nd.—The construction of the locking devices on the Watson fender will make it necessary that at least three men be present to set it in the event of one of the dogs failing to respond to the small spring upon which its operation depends.

3rd.—The absolute accuracy necessitated in the construction of the Watson fender makes it much more liable to damage than is likely to be the case with the Jenkins fender.

4th.—Being harder to set than the Jenkins it is more liable to be constantly left in position after being once set and not properly tested daily by inspectors by being tripped and re-set.

5th.—Owing to the presence of an offset at right angles of several inches in the side bars of the Watson fender, the danger of collapse is very much greater than in the case of the Jenkins fender, the thrust on the front of which is exerted almost in a straight line back to the trucks of the car. This was exemplified during the test.

5th.—Notwithstanding claims to the contrary the Jenkins fender is easier to remove from the car in case of accident than the Watson.

7th.—The pressure with properly tempered springs on the Jenkins cradle is exerted where most needed and cannot be tampered with, whereas with the Watson fender it is at the mercy of anyone inclined to meddle.

Submitting the above, I am,
Yours respectfully,
(Signed) J. F. H. Wyse.

N.B.—The tests showed conclusively that the Watson fender cradle did not get down as quickly as the Jenkins. Probably one of, if not the most important feature of an automatic fender.

Judgment as to Fenders.

The Board have approved of three fenders for use in front of each motor car, as suitable for the use of the Toronto Railway Company, having regard to the efficiency of each fender. These fenders are the Jenkins, the Quin and the Watson's Improved Type, 1908. The company have a right to use any or all of these fenders upon their system. The city asked for an order that the company equip their system with a fender approved by the Board without specifying, and properly so, what fender the company should use. The law requires that the company should adopt and use in front of each motor car a fender as shall be of a design approved from time to time by the Board as suitable for the use of the company, having regard to the efficiency of such fender for life-saving purposes and to the location of the company's line and the speed at which the company's cars may run. It is the prerogative of the Board to approve of a fender. They have no power to dictate to the company which of the approved fenders the company shall use. Even if the Board had power to so dictate to the company, it would be inexpedient and extremely improper to take sides in contests between rival inventors and the Board declines to do so. We order the company to equip their system with a fender approved by the Board.

The only question now remaining for determination is as to the time within which the Company should equip their cars with an approved fender. None of the fenders approved by the Board are stock fenders. They are not a commercial commodity. They require to be manufactured specially for the Toronto Railway System.

By section 20 of the contract between the city and the company, the company are required to manufacture and repair all the cars and railway plant used on their railway during the term covered by the agreement. The performance of this part of the contract may be specifically enforced. Outside of the requirements of their own plant, the company are not manufacturers. The fenders must be manufactured by the company with such facil-

ities as they have in connection with their car shops. They cannot go outside of the City of Toronto and procure these fenders in the market. Patterns are required to be made and the special parts require to be cast. The evidence adduced by the company is to the effect that it will take nine months to manufacture the fenders and equip their cars. The system is partially equipped with the Jenkins fender. The Jenkins company say that they could furnish the number of fenders to complete the equipment in four weeks. The Board have no power to compel the company to use the Jenkins fender to the exclusion of the other two. The public interest requires that the system should be equipped with an approved fender in the shortest possible time. Although the company are entitled to a reasonable time to comply with the order of the Board, yet the Board feel like shortening the time to the shortest possible limit.

The Board's order is that the company forthwith commence to manufacture and with the utmost despatch equip their system with a fender approved by the Board, the whole system to be so equipped within six months from the date of this judgment.

The Board makes no order as to costs except that the company shall provide the stamps necessary for the formal orders.

Dated this sixth day of May, A. D. 1908.

(Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Order.

Upon the application of the above named applicants in presence of the applicants and respondents and upon hearing the evidence adduced and upon hearing counsel for the applicants and respondents.

The Board orders that the respondents do forthwith commence to manufacture and with the utmost despatch equip their system in the City of Toronto with a fender approved by the Board.

And the Board further orders that the whole of the said system be so equipped within six months from the date of this order.

And the Board makes no order as to costs except that the Company shall provide the stamps necessary for this order.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 269.

In the matter of the Application by the Toronto and York Radial Railway Company for approval of By-law *re* Tolls for Traffic.

February 22. Application and by-law filed and considered.

February 24. Letter to company to file tariffs, etc.

February 26. Freight and express tariff filed in duplicate.

March 3. Freight and express tariff (Metropolitan Division) considered and approved, temporarily pending general freight and express tariff investigation.

March 3. Notice to company accordingly.

Procedure File No. 270.

In the matter of an application to His Honour the Lieutenant-Governor of the Province of Ontario for the addition of the water lots and land under water situated in front of the Village of Courtwright to the said village.

February 25. Application transferred from Provincial Secretary's Department.

March 25. Draft order received. Order completed.

ORDER.

Upon the application of the above-named applicants, upon reading the Bylaw of the municipal council of the Village of Courtright passed on the 4th day of February, A.D. 1908, the petition of the said applicants, and the affidavit of Patrick Kerwin verifying the same,

The Board orders and proclaims that the lands and premises in the Township of Moore, in the County of Lambton, mentioned and described in the said petition being composed of all those water lots and lands under water in the said Township of Moore in the County of Lambton in front of original township lots twenty-five, twenty-six, twenty-seven, twenty-eight and the south thirty-three and one-half acres of lot twenty-nine all in the front concession of the said Township of Moore and more particularly described as follows: Commencing at the south west limit of the Village of Courtright, being the south-west corner of original township lot number twenty-five in the township of Moore, thence west in a straight line with the south limit of the said Village of Courtright produced to the western boundary of the Province of Ontario in the River St. Clair, thence in a northerly direction along the said boundary line in the River St. Clair to the northerly limit of the Village of Courtright produced to the said western boundary line of the Province of Ontario, thence easterly in a straight line to the north-west corner of the said Village of Courtright, thence south along the west limit of the said Village of Courtright to the place of beginning, be and the same are hereby annexed to and made a part of the said Village of Courtright, subject nevertheless to the control of the Parliament of the Dominion of Canada as to navigation, inland fisheries and such other matters as to it are assigned by the British North America Act and that the said annexation take effect on the 1st day of April, A.D. 1908.

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 271.

Re Private Bill No. 14, "The Township of Osgoode Debenture Act, 1908," referred to the Board under Rule 61*a* of the Rules of the Legislative Assembly.

February 26. Petition and Bill received from the Clerk of the House.

February 27. Letter to township clerk for statements, information, etc.

March 4. Statement of assets and liabilities for 1907, deficit former years and debentures indebtedness, with affidavit of township clerk filed.

March 11. Report made and transmitted approving that portion of above bill referred to in said Rule 61*a*.

To the Honourable, the Legislative Assembly of the Province of Ontario, in Parliament assembled:—

The undersigned have had under consideration Bill No. 14, intituled, "An Act Respecting the Township of Osgoode in the County of Carleton," and the petition therefor.

The Board have made enquiry into the allegations set out in the Bill and into all other matters which the Board deem necessary in connection

therewith, and beg to report that it is reasonable that such bill do pass into law.

Dated this eleventh day of March, 1908.

(Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 272.

Re Private Bill No. 6. An Act respecting the Town of Uxbridge, referred to the Board under Rule 61*a* of the Rules of the Legislative Assembly.

February 26. Bill and petition received from the Clerk of the Legislative Assembly.

February 27. Letter to town clerk for statements, information, etc.

March 2. Copy Auditor's Report received and considered by Board, letter for further particulars and proofs.

March 11. Declaration of Mayor and Chairman of Finance Committee received, not signed by Commissioner. Letter returning same for completion and requesting further material and proofs.

March 13. Declaration completed and report made and transmitted approving the part of the above bill referred to in said Rule 61 *a*.

April 1. At request of Private Bills Committee of House, Board sits in conference with representatives and counsel for the Town of Uxbridge and Isaac J. Gould and his counsel. Agreement settled between Gould and said town.

To the Honourable, the Legislative Assembly of the Province of Ontario, in Parliament assembled:—

The undersigned have had under consideration Bill No. 6, intituled, "An Act Respecting the Town of Uxbridge," and the petition therefor.

The Board have made enquiry into the allegations set out in the Bill and into all other matters which the Board deem necessary in connection therewith and beg to report, that it is reasonable that the part of the said Bill which relates to the matters mentioned in Rule 61*a* of the Legislative Assembly do pass into law.

Dated this thirteenth day of March, 1908.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 273.

In the matter of the application of the Town of Midland for the approval of By-law Number 669 for the issue of debentures to the amount of $12,000 for extensions of electric light and waterworks systems.

March 3. Preliminary correspondence.

March 28. Application and material filed and considered.

March 31. Letter to Mayor and applicant's solicitors with reports of waterworks and electric light plant to be filled up.

September 9. Material completed and order made approving by-law.

Order.

Upon the application of the above named Corporation, and upon reading the notice of application filed by Messrs. Bennett and Finlayson, solicitors for the applicants, the affidavits of William Thomas Dudley, Chairman

of the Water and Light Commission; Richard Smith, Engineer, and Thomas Irwin Trueman, Clerk of the said Town of Midland, intituled, "By-law No. 669. A By-law to provide for the extension and improvement of the Electric Light and Waterworks system of the Town of Midland, and to raise the sum of twelve thousand dollars for that purpose," be and the same is hereby approved.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 274.

Re Toronto and York Radial Railway Company's Passenger Tariff By-law.

March 3. Notice to company to submit tariff for approval (by-law filed P. F. 269).

March 10. Letter from company submitting tariff. Letter in reply.

March 18. Tariffs of fares on the three divisions of this railway filed, no scale of mileage given.

April 6. Letter for scale of mileage.

Procedure File No. 275.

Re Private Bill No. 67. "An Act Respecting the Town of Midland."

March 11. Bill referred to Board under Rule of the House 61*a*. Letter to Town Clerk for evidence and information.

March 17. Enquiries completed and report transmitted to the House approving the part of the above Bill referred to in Rule 61*a*.

To the Honourable, the Legislative Assembly of the Province of Ontario, in Parliament assembled:—

The undersigned have had under consideration Bill No. 67 intituled, "An Act Respecting the Town of Midland," and the petition therefor.

The Board have made enquiry into the allegations set out in the Bill and into all other matters which the Board deem necessary in connection therewith and beg to report that it is reasonable that the part of the said Bill which relates to the matters mentioned in Rule 61 *a* of the Legislative Assembly do pass into law.

Dated this seventeenth day of March, 1908.

(Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 276.

Private Act (Bill No. 73). Respecting the Floating Debt of the County of Frontenac.

March 11. Bill referred to Board under Rule of House No. 61*a*. Letter to County Clerk for information and evidence.

March 18. Letter to County Clerk for further explanations.

March 21. Further material received and considered.

March 21. Report completed and transmitted to House approving above Bill.

To the Honourable, the Legislative Assembly of the Province of Ontario, in Parliament assembled:—

The undersigned have had under consideration Bill No. 73, intituled, "An Act Respecting the Floating Debt of the County of Frontenac," and the petition therefor.

The Board have made enquiry into the allegations set out in the Bill and into all other matters which the Board deem necessary in connection therewith and beg to report that it is reasonable that such Bill do pass into law Dated this twenty-first day of March, 1908.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 277.

In the matter of the application of the Town of Niagara for approval of its By-law No. 561, authorizing the issue of debentures to the amount of $15,000 for extension of electric light plant.

March 13. Application and material filed. Letter for further material.

March 19. Further material filed and considered. Application approved.

March 19. Order made approving By-law.

Order.

Upon the application of the above named corporation and upon reading the notice of application filed by Alexander Fraser, solicitor for the applicant, the statutory declaration of John de W. Randall and Joseph H. Burns, mayor and clerk of the Town of Niagara respectively and the exhibits thereto, the affidavit and the statutory declaration of Laforest George Robinson and the exhibits thereto, the certified copy of By-law No. 351 and the certified copy of By-law No. 561, filed.

The Board orders that the said By-law No. 561 of the said Municipal Corporation of the Town of Niagara, intituled, "By-law No. 561. A By-law to authorize the extension and improvement of the electric light plant of the Town of Niagara and to provide for the issue of debentures of the said town to the amount of $15,000 and to raise the sum required therefor," be and the same is hereby approved.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 278.

In the matter of the application of the Hamilton, Grimsby and Beamsville Electric Railway Company for the sanction of its rules and regulations.

March 13. Application and material filed.

April 6. Letter to company for rules (in duplicate) if any, for guidance of employees.

Letter to company that passenger tariff does not comply with Act.

Letter to company that freight tariff is temporarily approved pending general investigation by Board.

April 9. Another (2nd) copy By-laws and (2nd) copy of freight tariff filed.

Letter to company *re* passenger tariff.

April 13. One copy rules for employees filed, letter for duplicate.

May 6. Duplicate of rules for employees filed and order made approving same.

ORDER.

Upon the application of the Hamilton, Grimsby and Beamsville Electric Railway Company and upon reading the copy of the Rules and Regulations for the guidance of employees (June, 1907) hereto annexed.

The Board orders that the said Rules and Regulations for the guidance of employees of the said, The Hamilton, Grimsby and Beamsville Electric Railway Company be, and the same are hereby sanctioned and approved.

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 279.

In the matter of the application of the City of Stratford for approval of By-law No. 1,468, to raise the sum of $15,000 to extend and improve the waterwork system.

March 18. Application filed (no material, appointment for hearing applied for).

March 18. Letter to applicants' solicitors advising *re* Board's practice.

March 30. Application and material filed and considered. Letter for further proof.

April 1. Further affidavit of town clerk and secretary-treasurer waterworks commission filed.

April 1. Order made approving By-law.

ORDER.

Upon application of the above named corporation, and upon reading the certified copy of the said By-law Number 1,468, the affidavits of William Gordon, Mayor, Robert R. Lang, City Clerk, and William Henry Tretheway, Secretary-Treasurer of the Board of Water Commissioners, filed.

The Board orders that the said By-law Number 1,468 of the municipal corporation of the City of Stratford, intituled, "By-law No. 1,468 of the City of Stratford. A By-law to raise the sum of $15,000 for the purpose of improving and extending the waterworks of the City of Stratford and the appurtenances thereto belonging," be and the same is hereby approved.

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 280.

In the matter of the application of the Town of Penetanguishene under section 388 *b* of the Consolidated Municipal Act, 1903, for the approval of a By-law to amend By-laws 385 and 386 of said corporation by increasing the rate of interest from 4½ per cent. to 5 per cent. per annum.

March 20. Application and material filed. Notice to Applicants to file certified copies of By-laws Nos. 385 and 386.

March 31. Certified copies of said By-laws Nos. 385 and 386 filed.

March 31. Order made granting application.

ORDER.

Upon the application of the above named corporation and upon reading the notice of application, the certified copies of said By-laws Nos. 385 and

386 and of the said amending By-law, the statutory declarations of Charles McGibbon, may or during the year 1907, Alphonse Tessier, the present mayor, and William Hutchinson Hewson, town clerk, of the said corporation and the exhibits therein referred to, filed.

The Board orders that the By-law of the said Corporation amending the said By-laws, Nos. 385 and 386, (the said amending By-law being intituled as follows: "By-law No.—— of the corporation of the Town of Penetanguishene. To amend By-laws Nos. 385 and 386 of the said corporation,") be and the same is hereby approved under and in pursuance of section 388*b* of "The Consolidated Municipal Act, 1903, (4 Edward VII., Chapter 22, Section 11, (Ontario)).

(L.S.) (Signed) A. B. Ingram,

Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 281

Between the Toronto Railway Company, applicant, and the Corporation of the City of Toronto, respondent.

March 24. Application filed.

June 3. Notice of motion to fix hearing filed, returnable by special leave 8th inst., 11 a.m.

June 8. Date for hearing adjourned *sine die* (to be heard with P. F. 313).

November 2. Hearing, application amended at request of applicants—to read—Adelaide street from Jarvis street to Bathurst street, instead of Adelaide street from Church street to York street.

November 13. Hearing continued, see notes under Procedure File 313.

Application.

1. The applicant is a street railway company carrying on business and having its head office at the City of Toronto. The respondent is a municipal corporation.

2. Under and by virtue of an agreement dated the 1st day of September, 1891, made between the respondent and George W. Kiely and others, which agreement is validated by statute, 55 Vict., Cap. 99, the applicant is entitled to construct and operate tracks for the purposes of its railway upon any and all streets in the City of Toronto.

3. In pursuance of their rights in that behalf the applicant notified the City of Toronto of their intention to construct their railway upon Adelaide street from Jarvis street to Bathurst street in the said city, amended, see notes of hearing, P. F. 313, and thereafter, as required by the said agreement, duly prepared plans of such railway showing the character of construction and location of the tracks, and submitted the same in due course to the city engineer for his approval.

4. The said plans were prepared exactly in accordance with the plans of other portions of the railway of the Applicant constructed on other streets of the City with the approval of the city engineer, and no reasonable objection can be taken thereto.

5. The city engineer has not approved the said plans, but has not stated any valid reason for refusing to approve thereof, the only reason given being that the council of the corporation does not wish tracks to be laid except on conditions which they have no right to impose upon the applicant.

6. If any reasonable objection to the said plans can be pointed out, the applicant is willing to amend the same, but submits that it is the duty of the city engineer to approve thereof because the said plans, as above stated, are identical with those which he has approved upon other streets.

7. The applicant now submits its right to this Honourable Board, praying for an order that the city engineer may be required to state whether he has any reasonable or valid objection to the said plans, and if so such objection can be made, the same be ordered to be taken as approved, and praying further that the respondent, their servants, workmen and agents be restrained and enjoined from interfering with the construction of the railway of the applicant in accordance with the said plans, and that such other order may be made in reference to the construction of the said railway as to the Board may seem proper in accordance with the provisions of the said agreement.

This application will be heard by the Board after 10 days from the service hereof or earlier as the Board may appoint, at such time and place and in such manner as the Board may order and direct.

Dated the 23rd day of March, 1908.

This notice is given by Messrs. McCarthy, Osler, Hoskin & Harcourt, of the City of Toronto, in the County of York, solicitors for the applicants.

Procedure File No. 282.

In the matter of the application of the Town of Goderich for approval of its By-Law No. 14, (1908), to increase from 4½% to 5% the rate of interest on $50,000 debentures issued for a loan to the Goderich Wheel Rigs Co., Limited.

March 26. Application and material filed and considered and letter for further proofs, etc.

April 1. Affidavit of Deputy-Reeve filed.

April 1. Order made approving By-law.

Order.

Upon the application of the above named Corporation and upon reading the notice of application, filed by Messrs. Dickinson & Garrow, solicitors for the applicants, the certified copies of the said By-laws, Nos. 14 and 16, and the affidavits of George M. Elliott, Deputy-Reeve and William Alexander McKim, Town Clerk of the said Corporation and the exhibits therein referred to, filed,

The Board orders that the said By-law No. 14 of 1908 of the Municipal Corporation of the Town of Goderich amending By-law No. 16 of 1906, the said amending By-law being intituled, "By-law No. 14 of 1908 of the Corporation of the Town of Goderich. A By-law to amend By-law No. 16 of 1906 of the said Corporation intituled, a By-law to grant aid by way of a loan to the Goderich Wheel Rigs Co., Limited," in so far only as the said By-law No. 14 operates to increase the rate of interest payable on the debentures authorized by said By-law No. 16 be and the same is hereby approved under and in pursuance of Section 388 b of "The Consolidated Municipal Act 1906 (4 Edw. VII., Chapter 22, Section 11 (Ontario)).

(L.S.). (Signed) A. B. Ingram,

Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 283.

In the matter of the application of the City of Guelph for approval of By-law No. 652 to provide for the issue of debentures to the amount of $5,750 for extension of waterworks.

March 26. Application and material filed. Applicants' Counsel (Mr. Guthrie, K.C.) heard by Vice-Chairman, and application granted subject to filing of declaration or affidavit by Mayor or Chairman of Waterworks Commisison.

March 28. Affidavit of Mayor filed and order made approving By-law

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by Messrs. Guthrie & Guthrie, solicitors for the applicants, the affidavits of John Newstead, Mayor, and Richard Mitchell, Clerk of the said City, and the certified copy of the said By-law No. 652, filed.

The Board orders that the said By-law No. 652 of the Municipal Corporation of the City of Guelph, intituled, "The Corporation of the City of Guelph, By-law No. 652. A By-law to provide for the issue of debentures to the amount of $5,750.00 for the purpose of paying for extensions to the Guelph Waterworks." be and the same is hereby approved.

(L.S.). (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 284.

In the matter of the application of the Sandwich, Windsor and Amherstburg Railway for the sanction of its Rules and Regulations.

March 26. 1 copy of Rules and Regulations filed for approval. Letter for duplicate.

April 4. Duplicate of Rules and Regulations received.

April 6. Letter for duplicates of Rules for employees.

April 21. Rules for employees filed in duplicate and considered and approved, as altered (Rules Nos. 31, p. 8, and 38, p. 18 altered),

April 27. Order made approving Rules for employees and general regulations.

ORDER.

Upon the application of the Sandwich, Windsor and Amherstburg Railway, and upon reading the copy of the Rules and Regulations of the said railway, passed March 18th, 1908, hereto annexed, and the Rules for the Government of the employees of the Sandwich, Windsor and Amherstburg Railway (1907), hereto annexed.

The Board orders that the said Rules and Regulations of the Sandwich, Windsor and Amherstburg Railway and the said rules for the government of the employees of the said Sandwich, Windsor and Amherstburg Railway, be and the same are hereby sanctioned and approved, the following changes in the same having first been made; Paragraph numbered 2 of the said rules and regulations passed March 18th, 1908, being amended by the addition of the word "available" in the third line of the said paragraph of the words "where the condition is accepted in writing by the purchaser," and by the addition after the word "train" in the twelfth line of the said paragraph

numbered 2 of the words "or car;" and paragraph numbered 4 having been rescinded and the following substituted therefor: "4. No person shall stand upon the side steps or on the front platform of any passenger car or be on the steps of any baggage or freight car." The said rules for the government of employees having been amended as follows:—Rule No. 31, page 8, by striking out the word "should" in the first line thereof and substituting the word "shall" therefor, and by striking out all the words of the said rule after the word "car;" and rule 38 on page 13 of said rules having been amended by striking out all the words after the word "motorman" in the second line of the said rule.

(L.S.). (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 285.

In the matter of the application of the Town of Tillsonburg for approval of By-law No. 571 increasing from 4½% to 5% the rate of interest on debentures issued under By-law No. 559.

March 26. Application and material filed and considered.

March 26. Order made approving by-law.

ORDER.

Upon the application of the above named applicant, The Municipal Corporation of the Town of Tillsonburg, upon reading the said application, the affidavits of John McIntyre, Mayor; Alfred E. Raynes, Clerk, and William S. Law, Treasurer, and the exhibits therein referred to,

The Board order that By-law No. 571 of the Municipal Corporation of the Town of Tillsonburg amending By-law No. 559 of the said Corporation be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Consolidated Municipal Act, 1903," (4 Edward VII. Chapter 22, Section 11 (Ontario)).

(L.S.). (Signed A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 286.

In the matter of the application by residents of the Township of Barton for annexation to Hamilton.

March 27. Application filed, appointment requested.

March 27. Letter to applicants' solicitors (Messrs. Bell & Pringle) appointing Wednesday, April 15th, 2.30 p.m., at Board's offices.

April 14. Hearing adjourned on application of parties till Wednesday, 6th May, at 2.30 p.m.

May 6. Hearing continued at 2.30 p.m. Counsel states position of parties and negotiations. Board rules thereon.

May 6. Hearing, by consent of counsel, adjourned *sine die* to a day to be fixed.

June 25. Appointment for hearing, Tuesday, June 30th 2.30 p.m., Board's offices.

June 30. 2.30 p.m. Hearing continued. Petition admitted as sufficient by counsel for all parties (Petitioners and Hamilton and Township Barton). Tuesday, July 7th, at 2.30 p.m., at Board's Chambers fixed to settle order for annexation.

July 7. 2.30 p.m. Hearing concluded, judgment reserved.

Sept. 1. Appointment granted for settlement of order at Board's Chambers on Thursday, 3rd inst., 11 a.m.

Sept. 3. Order settled and issued.

ORDER.

Upon reading the petition of the majority of ratepayers and property owners of that section of the Township of Barton above described, and upon reading the resolution of the Municipal Council of the City of Hamilton, declaring that it is expedient that the said part of the Township of Barton above described be annexed to the City of Hamilton.

1. The Board orders that the said section of the Township of Barton herein above described shall be annexed to the said City of Hamilton.

2. That the City of Hamilton shall pay to the Township of Barton on the fourteenth day of December, 1909, and thereafter annually for the period for which the debentures have to run an equal amount to the sum which the property to be annexed would have been liable to contribute for payment of loans and debentures made to or issued on behalf of School Section No. Three of the Township of Barton for Public School purposes if the said property had remained as a part of said school section which amount to be paid annually shall be the amount that the rate to be struck for those purposes for the year 1908 would produce on the assessment for 1908 of said property to be annexed.

3. That the City of Hamilton shall pay to the Township of Barton on the 14th day of December, 1909, and thereafter annually during the currency of the Good Roads Debentures issued by the County of Wentworth the amount which would be levied upon the said property to be annexed in respect of such debentures if the said lands remained part of the Township of Barton and were assessed each year at the amount said lands are assessed for 1908 at the rate for 1908 when struck by the Township Council of Barton.

4. The Township of Barton to collect and retain for their own use all taxes, rates and assessments for 1908 on property to be annexed.

5. Cement sidewalk four feet wide along the south side of the Fourth Concession from the head of the Strongman Road to Lake View Avenue to be built by the Township of Barton during the year 1908 at a cost not to exceed fourteen cents per square foot. City and township each to pay one-half the cost thereof and city to maintain said walk.

6. Cement sidewalk four feet wide on east side of Sherman Avenue from Barton Street to Poplar Avenue to be built by the township during the year 1908 at a cost not to exceed fourteen cents per square foot. City and township each to pay one-half the cost thereof and city to maintain said sidewalk. The Engineer of the City of Hamilton to have the supervision of the construction of the said cement sidewalks.

7. And the said Board doth further order that until the City of Hamilton introduce and has in operation a water supply for said section annexed, the city shall not increase the amount of taxes above the rate fixed for the year 1908 on the properties in the above portion of the city hereby annexed, but after water is introduced and ready for supply, the properties in said annexed section shall be assessed and taxes levied in the same manner and at the same rates as apply to property owners within the original city limits of the City of Hamilton in every way.

8. That all by-laws of the City of Hamilton respecting water rates and waterworks now passed or that may hereafter be passed, shall apply to the said portion annexed, and the property owners shall pay the cost of installing the water pipes from the street line into the house and other buildings.

9. And the Board further orders that this order shall take effect on and from the third day of September, A.D. 1908.

(L.S.). (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 287.

In the matter of the application of the Town of Preston for approval of its By-law No. 443 to increase from 4½% to 5% the rate of interest on debentures under its By-law No. 421.

April 9. Application and certain material filed and considered.

April 9. Application granted and order made accordingly.

April 15. Duplicate order and original By-law handed to Mr. C. R. Hanning, applicants' solicitor.

Order.

Upon the application of the above named Corporation and upon reading the notice of application filed by C. R. Hanning, solicitor for the applicants, the statutory declarations of Frederick Clare, Mayor; Harry C. Edgar, Clerk, and Zechariah A. Hall, former Chairman of the Finance Committee of the said town and the certified copy of each of the said By-laws Numbers 421 and 443, filed,

The Board orders that the said By-law Number 443 of the Municipal Corporation of the Town of Preston amending By-law Number 421 of the said Corporation be and the same is hereby approved under and in pursuance of Section 388 b of "The Consolidated Municipal Act 1903" (4 Edward VII., Chapter 22, Section 11, (Ontario)).

(L.S.). James Leitch,
Chairman of the Ontario Railway and Municipal Board

Procedure File No. 288.

In the matter of the application of the Town of Preston for approval of its By-law No. 444 for debentures issue for $12,000 for extension of Electric Light System.

April 9. Application and certain material filed and considered.

April 9. Letter to applicants' solicitor, C. R. Hanning, Esq., to furnish proof re revenue from extensions.

April 13. Statutory declaration of J. H. Mickler filed and considered.

April 13. Order made approving By-law.

April 15. Duplicate order and original By-law handed to Mr. Hanning, applicants' solicitor.

Order.

Upon the application of the above named Corporation and upon reading the notice of application filed by C. R. Hanning, Solicitor for the Applicants, and the statutory declarations of Harry C. Edgar, Clerk; Frederick

Clare, Mayor, and Jacob H. Mickler, Chairman of the Board of Heat and Water Commissioners of the said Town, and the certified copy of the said By-law No. 444, filed,

The Board orders that the said By-law No. 444 of the said Municipal Corporation of the Town of Preston, intituled, "Town of Preston, By-law No. 444. By-law to provide for the issue of Debentures to the amount of $12,000.00 for the purpose of extending and improving the Electric Light System of the Town of Preston," be and the same is hereby approved.

(L. S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 289.

In the matter of the application of the Town of Preston for approval of its By-law No. 445, for Debenture issue $10,800 for Extension of its Waterworks System.

April 9. Application and certain material filed and considered.

April 9. Letter to Applicant's Solicitor, Mr. C. R. Hanning, to furnish proof *re* revenue from extensions.

April 13. Statutory declaration of J. H. Mickler filed and considered.

April 13. Letter for further proof *re* revenue from extensions.

April 15. Original by-law handed to Applicant's Solicitor.

PROCEDURE FILE No. 290.

In the matter of the application of the Town of Uxbridge for approval of a By-law increasing from 4% to 5% the rate of interest on debentures issued under By-law No. — (for loan of $25,000 to the Palmer Piano Co.)

April 21. Application filed. Letter for certified copies of By-laws and further material.

PROCEDURE FILE No. 291.

In the matter of the application of the Town of Leamington to annex for Park purposes a portion of the Township of Mersea, in the County of Essex.

April 24. Application and copies of resolutions of Town and Township Councils filed.

June 1. Material completed and considered. Order made approving annexation.

ORDER.

Upon the application of the Corporation of the Town of Leamington, the above named applicants, and upon reading the resolutions duly passed by the respective Municipal Councils of the Town of Leamington and the Township of Mersea, the former on the 6th day of April, A.D. 1908, and the latter on the 17th day of February, 1908. The Board orders and proclaims that the lands and premises in the Township of Mersea, mentioned and described in the said resolutions, being all and singular that certain parcel or tract of land and premises situate lying and being in the Township of Mersea, in the County of Essex, and Province of Ontario, and being composed of a part of the south-east part of lot number six, in the first or broken front concession of the said Township of Mersea, lying south of what is known as the first concession road through said lot, commencing on the southerly side of what is known as the first concession road through said lot num-

ber six at the distance of ten chains west of the westerly side of Erie street south, in the Town of Leamington, or what is known as the westerly limit of said Town on said lot; thence west in the south limit of said road above mentioned, through said lot four hundred and three feet; thence south parallel to the westerly limit of the south-east part of said lot, four hundred and eighty feet; thence westerly parallel to the road above mentioned, one hundred and forty-nine feet to within thirty feet of the westerly limit of the south-east part of the said lot; thence southerly parallel to said last mentioned westerly limit and thirty feet east thereof, seven hundred and twenty feet more or less, to the water's edge of Lake Erie; thence south-easterly along said water's edge six hundred and forty-three feet more or less to the before mentioned western limit of the Town of Leamington; thence northerly in this last mentioned limit fifteen hundred feet more or less to the place of beginning.

Be and the same is hereby annexed to the Town of Leamington, said annexation to take effect from and after the day of the date hereof, upon and subject to the following terms and conditions:—

1. The said addition or annexation shall take effect on the day of the date hereof.

2. The lands annexed shall be added to west ward of the said Town of Leamington.

(L. S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 292.

In the matter of the arbitration between Port Arthur and Fort William in respect to the Street Railway belonging to Port Arthur in Fort William.

May 4. Appointment for hearing, 11 a.m., Thursday, 11th June, at Court House Port Arthur.

June 11. 3 p.m. (Boat late). Hearing now commenced, all members of Board present.

June 12. Hearing continued—all members of Board present.
June 13. " " " " "
June 16. " " " " "
June 17. " " " " "
June 18. " " " " "
June 19. " " " " "

June 19. Hearing concluded, award reserved.

July 8. Award despatched to Port Arthur for publication.

Award.

Whereas under and by virtue of an Act of the Legislature of the Province of Ontario, intituled "An Act respecting the Town of Port Arthur," passed in the year A.D. 1892, 55 Vic., Cap. 82, Section 5, the Town of Port Arthur was authorized and empowered to construct and operate an electric street railway in that portion of the Municipality of Neebing known as Fort William East, and extend and operate same into Fort William West, subject, however, to such terms and conditions as might be imposed by the Lieutenant-Governor in Council.

And whereas the Lieutenant-Governor in Council did by Order, bearing date the 31st day of December, A.D. 1892, set forth the terms and conditions subject to which the electric street railway of the Town of Port Arthur was to be constructed, extended and operated in the Town of Fort William.

And whereas by an Act of the Legislature of the Province of Ontario, passed in the year 1893, 56 Vic., Cap. 78, the said Order-in-Council, a copy whereof is appended to the said Act as Schedule A, was confirmed and declared to be legal and valid to all intents and purposes and binding upon all persons and corporations affected thereby.

And whereas under and by the said Acts and the said Order-in-Council, the Town of Port Arthur had the right to operate the street railway in the Town of Fort William for twenty years from the first day of December, A.D. 1893, when the Town of Fort William would have the right to acquire the said railway on payment of such sum as might mutually be agreed upon, and in case the said corporations could not agree as to the value to be paid by Fort William to Port Arthur, the same should be settled by arbitration, as provided in the Act respecting Arbitrations and References.

And whereas under and by Section 9 of said Order-in-Council it was further provided that the said arbitrators should ascertain the actual value to Fort William of the roadbeds, rails, plant, overhead construction and appurtenances, having regard to the requirements of the various systems then in operation, and also the proportion of cars of different kinds which the said arbitrators might think under the circumstances Fort William should be compelled to take.

And whereas by an Act of the Legislature of the Province of Ontario passed in the year 1907, 7 Edw. VII., Cap. 83, the Town of Port Arthur was incorporated as a City to be known as the Corporation of the City of Port Arthur.

And whereas by an Act of the said Legislature passed in the year 1907, 7 Edw. VII., Cap. 66, the Town of Fort William was incorporated as a City to be known as the Corporation of the City of Fort William.

And whereas by an Agreement, bearing date the 11th day of March, A.D. 1908, made between the Corporation of the City of Port Arthur and the Corporation of the City of Fort William, it was agreed that the Corporation of the City of Fort William should acquire, and the Corporation of the City of Port Arthur should sell, all and singular that portion of the street railway owned and operated by the City of Port Arthur within the limits of the City of Fort William, together with one-half of the rolling stock owned by Port Arthur and accessories appurtenant thereto, as well as all rights to construct and operate railways in Fort William upon the following terms and conditions, that is to say, an arbitration shall be held to which the Corporations of the Cities of Fort William and Port Arthur shall be parties, as provided by Section 9 of Schedule A in the Act passed in the 56th year of the Reign of Her late Majesty, Queen Victoria, Chapter 78, except that such arbitration shall be held forthwith or as soon as may be practicable after the passing of the Act validating the agreement, instead of being held on or after the first day of December, A.D. 1913, provided that in arriving at the sum to be paid by the City of Fort William to the City of Port Arthur under the terms of the said Section, such sum shall include the present value of the right, which the City of Port Arthur, previously to the making of this agreement, had of operating the said street railway within the limits of the City of Fort William, up to the first day of December, 1913, such value being based on the probable earnings of the said railway within the said limits of Fort William.

Whereas Section 2 of the said agreement provides that said arbitration shall not be held before the arbitrators, as contemplated in said Section 9 of the said Schedule, but shall be held by and before the Ontario Railway and Municipal Board, whose finding and award shall be final, binding and conclusive upon the parties to such arbitration.

And whereas Section 3 of the said agreement provides that on payment of the amount of the said award as and how the Ontario Railway and Municipal Board may order, the City of Fort William shall forthwith be entitled to the full and peaceable ownership of the said railway within the limits of the said City of Fort William, and the appurtenances thereof, and the property used in connection therewith covered by the award of the said Board; and all rights, powers and privileges of the City of Port Arthur to own, operate and maintain a street railway within the limits of the City of Fort William shall thereupon cease and determine, but subject to the provisions of the said agreement thereinafter made, and the Corporation of the City of Port Arthur agree to make and deliver all necessary deeds, transfers and assignments necessary for such purposes.

And whereas the said agreement by an Act of the said Legislature, passed in the year 1908, 8 Edw. VII., Cap. 80, was confirmed and declared to be legal, valid and binding upon the Corporation of the City of Port Arthur and the Corporation of the City of Fort William, the said agreement was incorporated in and made part of the said Act, as Schedule B thereof.

And whereas, we, the undersigned James Leitch, Andrew B. Ingram and Henry N. Kittson, constituting and composing the Ontario Railway and Municipal Board, having taken upon ourselves as such Board the burden of the said reference, arbitration and award, and having been attended by Counsel for both parties and their witnesses, and having heard and considered the allegations and evidence of the said respective parties, and having viewed at the request of both parties the road-beds, rails, plant, overhead construction, rolling stock and accessories appurtenant thereto, and the land used in connection with the railway, make and publish this our award in writing of and concerning the said matters so referred to us in the manner following, that is to say:—

We, the said Board, find, award and adjudge that the actual value to the City of Fort William is the sum of Fifty-two thousand dollars for all and singular that portion of the street railway owned and operated by the City of Port Arthur within the limits of the City of Fort William, and the road-beds, rails, plant, and overhead construction, and appurtenances, having regard to the requirements of the various systems now in operation, together with the proportion of the cars which Fort William has agreed to take, being one-half of the rolling stock, and being Cars Nos. 7, 8, 10, 11, 14, 18 and 24, and the accessories appurtant thereto, and the motor generator in the transformer station of the Kaministiquia Power Company in Fort William, and the real estate, being all and singular that certain parcel or tract, of land and premises, situate, lying and being in the Town of Fort William, in the District of Thunder Bay, and being composed of a part of lot twenty in Block R, in Oliver Davidson and Company's Addition to the town plot of Fort William more particularly described as follows, that is to say:— Commencing at the point in the westerly boundary of Edward Street where it is intersected by the southerly boundary of the right of way of the Canadian Northern Railway; thence in a south-westerly direction sixty-five feet along the said southerly boundary of the said right of way; thence in a south-easterly direction sixty-four feet more or less to a point in the westerly boundary of Edward Street aforesaid distant one hundred feet southerly along the said westerly boundary of Edward Street from the point of commencement; thence northerly one hundred feet along the said westerly boundary of Edward Street to the point of commencement; and the sum of $52,000 includes the freight on the trucks for Car No. 18. And the said Corporation of the City of Port Arthur and the City of Fort William during the said arbi-

tration having made the following agreement, which was to be embodied in and form part of this our award, in settlement of the present value of the right which the City of Port Arthur had previously to the making of the said agreement of the 11th of March, 1908, of operating the street railway within the limits of the City of Fort William up to the first day of December, 1913, such value being based on the probable earnings of the said railway within the said limits of the City of Fort William, and which agreement is in the words and figures following:—

Whereas Port Arthur has, under the provision of a Special Act, been operating a Street Railway on and upon the streets of Fort William, and under such Act had the right so to operate up to the First day of December, 1913;

And whereas by Agreement dated the Eleventh day of March, 1908, made between the parties hereto it was agreed that Fort William should take over and assume the ownership of such portion of the Street Railway owned by Port Arthur as is situate between the boundaries of Fort William, and one-half of the rolling stock of the said railway, and to pay Port Arthur the present value, of the right which the City of Port Arthur previously to the making of the said Agreement had of operating the said Street Railway within the limits of the City of Fort William up to the 1st day of December, 1913, such value being based on the probable earnings of the said Railway within the said limits of Fort William. The value of such portion of Railway rolling stock and estimated profits to be determined by arbitration, The Ontario Railway and Municipal Board being appointed Arbitrators for such purpose;

And whereas the parties have entered upon such Arbitration and Port Arthur has submitted evidence as to the value of such portion of the railway and rolling stock, but is unable to submit and has not submitted any evidence showing the value of the profits which might be earned by the Railway up to the First day of December, 1913;

And whereas it has been agreed between the parties in view of the above premises that this disposition of such estimated profits should now be made, and that the Commissioners to be appointed under terms of the Agreement of the Eleventh of March, 1908, and under the provision of "An Act respecting the City of Fort William," passed in the Eighth year of His Majesty's Reign, shall pay to Port Arthur the profits to be earned by the said railway system as extended and improved as hereinafter set out and estimated in the basis hereinafter declared;

Now therefore this agreement witnesseth and the parties agree each with the other in the manner following, that is to say:—

1. The said Commissioners shall out of the earnings of the railway and any improvements, branches and extensions thereof, pay all proper costs and charges incidental to the operation, maintenance, and repair thereof, such maintenance and repair thereof to include all rolling stock, poles, overhead and electrical equipment, all appurtenances and accessories as well as the railway roadbed as well as car barns and power plants.

2. The said Commissioners shall pay to Fort William interest at the rate of five per cent. per annum on capital expenditure from time to time made by Fort William on account of the Railway. Such expenditure to include not only the amount of the award made by the Ontario Railway and Municipal Board herein, and the sums spent in double tracking and improving the said Railway, but also all expenditures incurred by Fort William in building the following branch lines or extensions or any part thereof, that is to say:—

a. A branch line from the present line of railway running in an easterly and northerly direction therefrom to a point at or near the Empire Elevator.

b. An extension of the present line from or near its present westerly terminus to the west limit of Fort William at or near the Canadian Iron and Foundry Company's plant.

c. An extension or branch line from a point at or near the present westerly terminus of the said railway to serve the Grand Trunk Pacific Railway terminals and to run to a point at or near Lake Superior to be determined by Fort William, provided, however, that such extension shall not be charged or considered by the Commissioners for the purposes of this paragraph as having a greater mileage than three miles, and provided further that save as hereinafter mentioned the right-of-way shall be furnished at the cost of Fort William; and the parties further agree that in arriving at the cost of any such extensions that of the cost of the Grand Trunk Pacific bridge to Fort William the Commissioners shall pay to Fort William out of the said earnings interest at the said rate of five per cent. per annum on the amount of $20,000, and of the cost of the proposed subway at or near the diamond crossing in West Fort William interest at the said rate on an amount equal to one-half of the cost to Fort William of such subway, which half shall not, however, be estimated at more than $7,000 for the purposes hereof.

3. The said Commissioners shall also pay to Fort William out of the said earnings in each year an amount equal to a Sinking Fund of Five per cent. per annum as on a twenty year debenture in full of a depreciation charge on all such expenditures made by or to be made by Fort William as aforesaid, saving thereout and therefrom all expenditures made in respect of the said bridge and subway and the sub-base or foundation upon which the ties and rails of all road-bed, including any new extensions or branches as aforesaid may be built.

4. The said Commissioners shall pay to Port Arthur the balance of the earnings of the Railway free from all Municipal taxation in each and every year up to the said First day of December, 1913, and Port Arthur hereby agrees to accept and does hereby accept such balance so to be paid in full satisfaction and discharge of any right or claim it now has or may have against Fort William by reason of Fort William taking over such portion of the railway now situate within its limits, the Rolling Stock and accessories, saving and excepting always the amount to be paid to Port Arthur under the award of the Ontario Railway and Municipal Board herein.

5. On and after the First day of December, 1913, the provisions of this Agreement shall cease and determine in so far as any future operation of the Railway extensions and branch lines are concerned, but any rights of actions at such time existing under the said agreement shall not abate and the provisions of the said agreement of the Eleventh March, 1908, and the said Act respecting the City of Fort William shall on all questions govern and determine the rights of the parties as if this agreement had not been made.

6. The rights of Port Arthur and Fort William respectively to make or allow extensions to be made or to grant running rights over any parts or part of the Railway branch lines and extensions shall not and is not in any way hereby limited or affected, but all the provisions of the said agreement and legislation excepting so far as they are necessarily abridged for the purpose of giving effect to the terms of this agreement up to the First day of December, 1913, or shall continue to be in full force and effect.

7. It is understood and agreed that the award of the Ontario Railway and Municipal Board shall be as to the probable earnings of the said Railway within the limits of Fort William up till the First day of December, 1913,

as herein set forth, and such award as the Board shall so make shall be in full satisfaction and determination of all claims made by or to which Port Arthur is entitled under the said Act and agreement herein.

And we, the said Board, further award and adjudge that, save and except what is covered by the said agreement, there are no other sum or sums of money payable to the Corporation of Port Arthur by the Corporation of Fort William for the present value of the right of the City of Port Arthur of operating the said street railway within the limits of the City of Fort William up to the First day of December, 1913, such value being based on the probable earnings of the said railway within the said limits of Fort William.

And we award and direct that the Corporation of the City of Port Arthur shall equip car Number 18 with a new set of trucks and motors, together with the controllers now on hand, and generally equip and put the said car in good running order and make the necessary slight repairs to cars Numbers 7 and 10.

And we further award, adjudge and direct that the Corporation of the City of Fort William shall, within sixty days from the making of this award, pay to the Corporation of the City of Port Arthur the said sum of $52,000, the same to be paid by the Corporation of Port Arthur into a trust account to be treated as a sinking fund to redeem the debentures still unpaid issued in respect of the different portions of the property included in this award.

And we further award and adjudge that upon payment of the said sum of $52,000 by the Corporation of the City of Fort William to the Corporation of the City of Port Arthur, the Corporation of the City of Fort William shall forthwith be entitled to the full and peaceable ownership of the said railway within the limits of the said City of Fort William, and the appurtances thereof, and all the property of every kind covered by this award and all rights, powers and privileges of the city of Port Arthur to own, operate and maintain a street railway within the limits of the City of Fort William shall thereon cease and determine, subject to the provisions of the said agreement of the 11th March, A.D. 1908, being Schedule B to the Act 1908, 8 Edward VII. Cap. 80, and the Corporation of the City of Port Arthur shall make and deliver all deeds, transfers and assignments necessary to vest the said property covered by this award in the Corporation of Fort William.

And we further award and direct that the said Corporations of the Cities of Port Arthur and Fort William do each bear their own costs of the reference, arbitration, and award, and each shall pay one-half of our fees, costs, charges and expenses in connection with the arbitration, and with the preparation and execution of this award, and also the Secretary's and Stenographer's fees, charges and expenses, and if either party shall in the first instance pay the whole or more than half of the said amount, said fees, charges and expenses, the other party shall repay so much of the whole amount as shall exceed the half of the said sum.

In witness whereof we have hereunto set our hands and seals this fourth day of July, A.D. 1908.

Signed, sealed and delivered
in the presence of
(Signed) Dora Ault.

(Signed) James Leitch,
Chairman.
(Signed) A. B. Ingram,
Vice-Chairman.
(Signed) H. N. Kittson,
Member.

I, Dora Ault, of the City of Toronto, in the County of York, stenographer, make oath and say as follows:—

That I was personally present and did see the within award duly signed, sealed and executed by James Leitch, Andrew B. Ingram and Henry N. Kittson, who constitute the Ontario Railway and Municipal Board.

That this award was executed at the City of Toronto.

That I am a subscribing witness to the said award.

DORA AULT.

Sworn before me at the City of Toronto in the County of York this fourth day of July, A.D. 1908.
H. C. NEWELL.
A Commissioner, etc.

PROCEDURE FILE No. 293.

In the matter of the application of the Village of Port Elgin for order confirming and validating Waterworks Debenture By-law No. 508, as amended by By-law No. 526.

May 5. Application and material filed. Letter in reply with copy of Act and for further material, etc.

May 12. Affidavit of village clerk filed.

May 29. Duplicate originals of By-laws 508 and 526 filed.

June 8. Material completed, order made validating By-laws 508 and 526 and By-laws and debentures certified under Act.

ORDER.

Upon the application of the corporation of the Village of Port Elgin for the validation under "The Ontario Municipal Securities Act, 1908," of the said corporation's by-laws Nos. 508 and 526 and upon reading the notice of application, signed by William Burgess, solicitor for the applicants, the affidavit of Robert Munro, Clerk of the said village and the certified copy of each of the said by-laws, numbered 508 and 526, filed.

It is ordered, pursuant to the provisions of The Ontario Municipal Securities Act, 1908, that a certificate be granted approving the said by-laws, numbers 508 and 526 of the municipal council of the corporation of the Village of Port Elgin and declaring the same valid and binding and that their validity is not open to question in any court on any ground whatever and that the debentures to be issued under the authority of and in accordance with the said by-laws are also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 294.

In the matter of the application of the Village of Elmira for approval of Debenture Interest Increase By-law No. 226.

May 11. Application and material filed and considered.

May 11. Order made approving by-law.

ORDER.

Upon the application of the above named corporation and upon reading the notice of application filed by Messrs. Scellen and Weir, solicitors for the applicants, the statutory declarations of Peter F. Stumpf, Reeve; Jacob Dunke, Treasurer, and John H. Ruppel, Clerk, of the said village, exhibit "A", referred to in the declaration of said John H. Ruppel, and the certified copy of each of the said by-laws numbered 205 and 226, filed.

The Board orders that the said By-law No. 226 of the municipal corporation of the Village of Elmira, amending By-law 205 of the said corporation be, and the same is hereby approved under and in pursuance of Section 388 *b* of "The Consolidated Municipal Act, 1903," (4 Edw. VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 295.

In the matter of the application of the Village of Elmira for approval of its Debenture Interest Increase By-law No. 227.

May 11. Application filed. Application and material considered and approved.

May 11. Order made approving by-law.

ORDER.

Upon the application of the above named corporation and upon reading the notice of application filed by Messrs. Scellen and Weir, Solicitors for the applicants, the statutory declarations of Peter F. Stumpf, Reeve; Jacob Dunke, Treasurer, and John H. Ruppel, Clerk, of the said village, exhibit "A" referred to in the declaration of said John H. Ruppel, and the certified copy of each of the said by-laws numbered 212 and 227, filed.

The Board orders that the said By-law No. 227 of the municipal corporation of the Village of Elmira, amending By-law No. 212 of the said corporation be, and the same is hereby approved under and in pursuance of section 388 *b* of "The Consolidated Municipal Act, 1903," (4 Edw. VII., Chapter 22, Section 11, (Ontario)).

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 296.

In the matter of the application of the St. Thomas Street Railway for the sanction of its Rules and Regulations.

May 11. Application and rules in duplicate filed.

May 15. Application and rules considered, amended and approved as altered

Order made accordingly.

ORDER.

Upon the application of the St. Thomas Street Railway, and upon reading the copy of the Rules and Regulations for the government of the employees of the St. Thomas Street Railway (1908), hereto annexed.

The Board orders that the said Rules and Regulations for the government of the employees of the St. Thomas Street Railway (1908), be, and the same are hereby sanctioned and approved, as amended.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 297.

In the matter of the application of the Town of Collingwood for validation of By-law No. 696 and debentures thereunder.

May 8. Application and material filed and applicants officers, etc., heard in person by Board in session, and application granted.

July 22. Appliction and material completed, order issued for validation of by-law and debentures.

July 22. Debentures and by-law certified.

Order.

Upon the application of the municipal corporation of the Town of Collingwood, and upon reading by-law numbered 696, to authorize the issue of debentures to the amount of $8,600 under authority of "The Collingwood Debenture Act, 1899," as amended, 3 Edw. VII., Chapter 46, and upon reading the application, filed by W. T. Allen, Esquire, solicitor for the applicants, and the declarations (with the exhibits thereto) of John H. Duncan, Esquire, Clerk of the municipal council of said town, filed, and no one opposing this application.

It is ordered, pursuant to the provisions of the Ontario Municipal Securities Act, 1908, that a certificate be granted approving the said by-law number 696 of the municipal corporation of the Town of Collingwood, and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said by-law are also approved and that the same be certified as provided by the said Act.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 298.

In the matter of the application of the Town of Collingwood for validation of By-laws Nos. 623 and 705, and the debentures thereunder.

May 8. Application and material filed and applicants' officers, etc., heard in person by Board in session, and application granted.

May 27. Order made accordingly and by-laws certified.

Order.

Upon the application of the municipal corporation of the Town of Collingwood and upon reading by-law numbered 623, passed on the 13th day of January, 1903, and by-law numbered 705 to amend by-law 623 of the said corporation by increasing from 4½ per cent. to 5 per cent. the rate of interest on the debentures to the amount of $25,000 issued under the authority of the said bylaw numbered 623, and upon hearing what was alleged by the applicants and no one opposing this application.

It is ordered, pursuant to the provisions of the Ontario Municipal Securities Act, 1908, that a certificate be granted approving the said by-laws, numbers 623 and 705, of the Municipal Council of the Corporation of the Town of Collingwood and declaring the same valid and binding and that their validity is not open to question in any court on any ground whatever and that the debentures to be issued under the authority of and in accordance with the said by-laws are also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 299

In the matter of the application of the City of Ottawa for an order approving of a by-law to issue $50,000 debentures for extensions to waterworks system.

May 12. Application and material filed and considered and approved.

May 12. Letter to applicants' solicitor advising and to draw order as suggested by him.

May 12. Order made approving by-law.

ORDER.

Upon the application of the above named corporation and upon reading the notice of application, a copy of the said by-law, the affidavits of John Henderson, City Clerk; Newton J. Ker, City Engineer; and James A. Ellis, City Treasurer and the exhibits therein referred to filed.

The Board orders that the said by-law of the municipal corporation of the City of Ottawa, entituled, "By-law No ——." "A By-law to authorize the issue of debentures to the amount of $50,000 for waterworks purposes," read a first time at a meeting of the municipal council of the said corporation held on the 4th day of May instant be, and the same is hereby approved.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 300.

In the matter of the application of the City of St. Thomas for validation of its Local Improvement By-laws Nos. 1703 to 1751 inclusive, and consolidating By-laws Nos. 1752 and 1753 guaranteeing the payment of the debentures ($17,664.94) authorized by the said local improvement by-laws.

May 18. Preliminary correspondence and interviews to date.

May 18. Application and material filed.

May 22. Corrected copy (former copy having been questioned by Board) of By-law No. 1753 filed.

August 26. Material completed, considered and approved.

August 26. Order made validating by-laws and debentures and certificates accordingly.

ORDER.

Upon the application of the said corporation and upon reading the notice of application filed by W. B. Doherty, solicitor for the applicants, the certified copies of the said by-laws, the statutory declarations of William Burton Doherty, City Clerk, of the said corporation and the exhibits thereto, filed.

The Board orders that the said by-laws of the municipal corporation of the City of St. Thomas, numbers 1703 to 1753, both inclusive, be and the same are hereby approved and validated and it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said by-laws of the corporation of the City of St. Thomas and declaring the same valid and binding and that their validity is not open to question in any court on any ground whatever and that the debentures to be issued under the authority of and in accordance with the said by-laws be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 301.

May 19. Tariff of fees on orders and copies and extracts completed and issued. (Sections 60 and 61, Cap. 31. 6 Edw. VII. (Ontario).) These fees are payable in law stamps under section 60 and in cash under section 61.

Tariff of Fees.

In contentious matters and matters requiring a Hearing, Law Stamps on final Orders to be at the rate of $10.00 for each day occupied by the Hearing. On each Original Subpœna, $1.00.

In Cases when Applications are not Opposed.

On orders validating By-laws or Debentures (Municipal Securities Act, 1908).

By-laws and Debentures up to	$10,000	Law Stamps on Order validating		$15.
Over $10,000	and up to $15,000	"	"	$20.
" $15,000	" $20,000	"	"	$25.
" $20,000	" $25,000	"	"	$30.
" $25,000	" $30,000	"	"	$35.
" $30,000	" $40,000	"	"	$40.
" $40,000	" $100,000	"	"	$50.

" $100,000, amount of Law Stamps subject to special Order of the Board.

	Law Stamps on Order.
Annexation of Territory to Municipality ..... Section 1, cap. 34, 1906.	$5 00
Approval of By-law for extension of Waterworks, Electric Light Plant or Municipal Gas Works ..... Section 21, cap. 34, 1906.	$5 00
Approval of By-law increasing the rate of interest on Debentures ..... Section 11, cap. 22, 1904.	$5 00
Approval of Ry. Cos. Public By-laws and Rules ..... Section 150, cap. 30, 1906.	$2 00
Approval of Ry. Cos. Tolls, By-laws and Tariffs ..... Section 169, cap. 30, 1906.	$2 00
Approval of Ry. Cos. Examiner of Motormen ..... Section 221, cap. 30, 1906.	$1 00

Certification of Ry. Cos. Plan (on each plan in duplicate and one copy) and of Electric Power Transmission (on each plan in duplicate and one copy $2 00

Approval of By-law for stopping up leasing or selling part of a Road along the bank of any river or stream or along the shore of any lake $5 00

Section 632, Consolidated Municipal Act, 1903.

Law stamps on all other orders to be subject to the direction of the Board or a Member thereof.

For copies of Documents under Sec, 60, cap. 31, 6 Edw. VII., (Ont.), 10 cents for each 100 words and 50 cents for each certificate. For copies of maps and plans, applicants are to pay draughtsmen's and Engineers' fees on same and 50 cents for each certificate.

Dated this 19th day of May, A.D. 1908.

(Signed) H. C. SMALL,
Secretary.

(Signed) JAMES LEITCH,
Chairman.

PROCEDURE FILE No. 302.

In the matter of the application of the Hermina Mining Company, Limited, of Sault Ste. Marie, Ont., for approval and certification for approval of its Railway Plan, Profile and Book of Reference (under 5 Edw. VII., Cap. 113, Ont.)

May 26. Plan, Profile and Book of Reference filed, considered, approved and certified.

PROCEDURE FILE No. 303.

In the matter of the application of the City of Guelph, for Order and Certificate validating its By-laws Nos. 657 and 659, authorizing debenture issues $27,709.49 and $6,388.26 respectively.

May. 26. Applications and material filed and considered. Alex. Bruce, K.C., heard on behalf of Applicants. Applications not opposed, Orders and Certificates issued as applied for.

ORDER.

Upon the application of the Corporation of the City of Guelph, and on reading By-law Number 657 of the said City passed on the Fourth day of May, 1908, authorizing the issue of Debentures of the said City to the amount of $27,709.49, payable at the expiration of Twenty years with Interest at five per cent. per annum and the declarations of John Newstead, Mayor and Thomas J. Moore, Clerk of the said City annexed to the said By-law all of which have been this day filed and it being shown that Notice of this application was published in the Guelph *Daily Herald* and in the Guelph *Daily Mercury*, Newspapers published in the City of Guelph, in the issues thereof of the 19th, 20th and 21st days of May, 1908, and no one opposing this application:

It is Ordered and Certified pursuant to the provisions of the Ontario Municipal Securities Act, 1908, that the said By-law No. 657 is approved and is valid and binding and that its validity is not open to be questioned in any Court on any ground whatever, and that the Debentures to be issued under the authority of and in accordance with the said By-law are also approved and that the same be certified accordingly.

(Signed) JAMES LEITCH,
Chairman.

ORDER.

Upon the application of the Corporation of the City of Guelph and on reading By-law Number 659 of the said city passed on the eighteenth day of May, 1906, authorizing the issue of Debentures of the said city to the amount of $6,388.26, payable at the expiration of Thirty years with interest at five per cent. per annum and the declarations of John Newstead, Mayor, and Thomas J. Moore, Clerk of the said city annexed to the said By-law all of which have been this day filed, and it being shown that notice of this application was published in the Guelph *Daily Herald* and in the Guelph *Daily Mercury*. Newspapers published in the City of Guelph, in the issues thereof of the 19th, 20th and 21st days of May, 1908, and no one opposing this application:

It is ordered and certified pursuant to the provisions of The Ontario Municipal Securities Act, 1908, that the said By-law No. 659 is approved and is valid and binding and that its validity is not open to be questioned in any Court on any ground whatever and that the Debentures to be issued under the authority of and in accordance with the said By-law are also approved and that the same be certified accordingly.

(Signed) JAMES LEITCH,
Chairman.

PROCEDURE FILE NO. 304.

In the matter of the application of the Town of Listowel, for validation of By-laws Nos. 517 and 522 providing for $15,000 debenture issue (with interest coupons and by instalments instead of at end of a term as directed by Listowel Debt Consolidation Statutory Enactment of 1890).

May 22. Application filed and heard, no one opposing same. Order made validating By-laws and directing certificates.

May 27. Debentures certified.

ORDER.

Upon the application of the Corporation of the Town of Listowel and on reading By-law No. 517 of the Town of Listowel, passed on Twenty-first day of April, 1908, authorizing the issue of debentures of the said Town to the amount of $15,000.00 payable in thirty annual instalments with interest at five per cent. per annum and By-law No. 522 of the said Town passed on Fourth May, 1908, providing for such debentures being issued with interest coupons, and the declaration of Andrew Foerch, Mayor, and William Bright, Clerk of the said Town, annexed to the said By-laws all of which have been this day filed.

It is Ordered and Certified pursuant to the provisons of The Ontario Municipal Securities Act, 1908, that the said By-law No. 517 as amended by said By-law No. 522 is approved and is valid and binding and that its validity is not open to be questioned in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-law are also approved and that the same be certified accordingly.

(Signed) JAMES LEITCH,
Chairman.

PROCEDURE FILE NO. 305.

Between the Corporation of the City of West Toronto, Complainant and the Toronto Railway Company, Respondent. (Track Repair).

May 26. Application filed.

May 27. Applicants take out order fixing hearing for 4th June at 11 a.m., at the Board's Chambers and directing delivery of reply on or before 2nd June, 1908.

June 4. Reply filed.

June 4. Hearing 11 a.m. to 5 p.m., adjourned to 2.30 p.m. to-morrow. (This case is being heard with P.F. 242 (same parties).)

June 5. Hearing continued see P.F. 242.

June 6. Hearing continued see P.F. 242.

June 6. Hearing adjourned pending final determination of P.F. 242 (including all appeals if any).

June 29. Adjourned *sine die* to be brought up by Applicants if Respondents fail to keep tracks in repair (see Judgment in P.F. 242).

PROCEDURE FILE No. 306.

In the matter of the Application by the City of Ottawa for approval of Electric Light Extension Debenture By-law ($30,000).

May 26. Application filed.

May 27. Application considered by Board and granted.

May 27. Order made accordingly.

ORDER.

In the matter of the application of the Corporation of the City of Ottawa, in the County of Carleton, for an order approving of a By-law of the said Corporation authorizing the issue of debentures of the said City to the amount of $30,000 for the purpose of providing for the cost of certain extensions and improvements of the Electric Light Works of the said City.

Upon the application of the above named Corporation and upon reading the notice of application, a copy of the said By-law, the affidavits of John Henderson, City Clerk; James A. Ellis, City Treasurer; and John Elliott Brown filed.

The Board Orders that the said By-law of the said Municipal Corporation of the City of Ottawa, entituled "By-law No. ——," "A By-law to authorize the issue of debentures of the City of Ottawa to the amount of $30,000 for the purpose of providing for the cost of certain extensions and improvements of the Electric Light Works of the said City," be and the same is hereby approved.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 307.

In the matter of the application of the City of London for approval of its Waterworks Extension Debenture By-law ($15,000).

May 27. Application for approval filed.

May 27. Application and material considered and application granted. Order made accordingly.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by Messrs. Meredith, Fisher and McDonald, Solicitors for the applicants, the statutory declarations of John McKenzie

Moore, Engineer for the Water Commissioners of the City of London, Samuel Baker, City Clerk and John Pope, City Treasurer, of the said Corporation, and the certified copy of the said By-law filed.

The Board orders that the said By-law of the Municipal Corporation of the City of London, intituled, "By-law No. . To raise the sum of $15,000 to extend the London Waterworks," be and the same is hereby approved.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 308.

Re Township of Barton *vs.* City of Hamilton. (For construction and enforcement of agreement).

May 27. Application filed and considered.

May 28. Letter to Applicant's Solicitor *re* Jurisdiction, etc.

PROCEDURE FILE No. 309.

Re Fort William Water, Light and Telephone Commissioners *vs.* Kaministiquia Power Company. (Construction of contract).

May 26. Application filed.

May 27. Application considered.

May 28. Letter to Applicants *re* jurisdiction.

PROCEDURE FILE No. 310.

In the matter of the application of the Town of Waterloo for approval of By-law No. 344 to raise $5.000 for extension of Waterworks System.

May 29. Application filed, considered and approved.

May 29. Order made approving By-law.

ORDER.

Upon the application of the above named Corporation, and upon reading the statutory declarations of George Diebel, Chairman of the Water and Light Commission of the Town of Waterloo, and Arthur Byron McBride, Clerk of the Corporation of the Town of Waterloo, and the duplicate original of the said By-law Number 344, filed.

The Board orders that the said By-law Number 344 of the Municipal Corporation of the Town of Waterloo, intituled "Town of Waterloo. By-law No. 344, to authorize the issue of Debentures for $5,000.00 to pay the expense of extension of the Waterworks mains in the Town of Waterloo," be and the same is hereby approved.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railday and Municipal Board.

PROCEDURE FILE No. 311.

In the matter of the accident on Brittania Line (near Westborough) of Ottawa Street Railway.

May 25. Board instructs Engineer (J. F. H. Wyse) to investigate and report re above accident which occured yesterday afternoon.

May 27. Engineer's report filed, showing that presence of passengers on front seat of open motor car may have contributed to accident through their interference with motorman.

May 28. Board convenes meeting of street railway companies by circular letters to all Ontario Railway Companies and all municipalities having electric railways, meeting to be held at Board's Chambers at 11 a.m., on Friday, June 5, 1908, and to consider prohibition by Board of presence of passengers on front seats of open motor cars.

June 5. 11 a.m. Board in session (all members present) to hear delegates from Municipalities and Railway Companies and the Canadian Street Railway Association.

July 13. Circular letter dispatched to all Railway Companies under jurisdiction of Board.

Report of Engineer.

Re Ottawa Accident of 24th inst.

Dear Sir,—Complying with your written instructions of May 25th, I proceeded at once to Ottawa and made a thorough investigation of the causes of this accident and secured all the information possible relative thereto.

I took the statements of the motorman and conductor, both of the wrecked car and the car that was collided with, as well as those of some of the passengers.

I secured the brake shaft and handle which were on the front end of the wrecked car. A thorough examination convinced me that the handle and ratchet were in perfect working order at the time of the accident. I also examined the controller which had been taken from the front platform of the damaged car and found the reverse cylinder worked all right. The main cylinder shaft was so damaged by the collision that it worked only as far as the first notch. I went to the scene of the accident and determined accurately where the collision took place by broken glass, broken wood and paint knocked off the bumpers of cars. The motorman of the rear car could have seen the car ahead some thirteen poles, eighty feet to the pole, or 1,040 feet, as he approached it. The track where the accident happened is practically level and the curve of very large radius with nothing to obstruct the vision of the motorman.

The car to which the accident happened was an ordinary single truck car, open type, equipped with a Peacock hand brake, which I have every reason to believe at the time of the accident was in good working order. There are eighteen cars on the system with this brake, which is recognized as one of the best hand brakes that has yet been invented. The car that was collided with is a very large, heavy type with double trucks and operating Westinghouse air brakes. I made tests for speed and time within which cars of similar make to the one which met with the accident could be stopped. I found that twenty miles an hour is well within the maximum speed that the car could attain at this point with the voltage on the line at the time. The motorman could have stopped at full speed well within 100 feet and within five seconds of time.

From the statements I took and enquiries I made, I conclude that J. T. Carrol, the motorman, is a steady, sober, industrious, capable and experienced employee. The front of the car where the motorman stood was occupied by passengers sitting on the front seat. In the face of imminent danger the passengers on the front seat hampered and disconcerted the motorman; he failed to keep his presence of mind and lost control of his car. This I find to be the cause of the accident. In this connection I deem it my duty to state that it is as important to have the motorman free from

embarrassment and distraction while attending to his duties on an open car of this type as on closed cars, where he is within a vestibule, and where passengers are not allowed to ride. I would therefore recommend that the front seat on open cars be abolished, so that a motorman in the discharge of his duties shall not be liable to have his mind distracted or his movements hampered by passengers, either sitting down or standing up. A reasonable space should be allotted to the motorman for the discharge of his duty.

I might further add that I went over some twenty miles of the line of the Ottawa Electric Railway, including a trip to Brittania, a summer resort. I found that the Company have an excellent equipment. The overhead line, pole line, tracks, cars, motors, etc., and the service is far above the average, and the best in Canada for a city of similar size. Mr. J. E. Hutcheson and his operating staff are to be congratulated upon the efficiency of the service and the general excellence of the equipment and state of repair of the system. I understand that this is the first serious accident that the Company has had on the Brittania line, and that the system as a whole has been remarkably free from accidents.

I also desire to express my appreciation of the courtesy of the officers of the Company, who gave me every assistance in their power to enable me to arrive at the cause of this unfortunate accident.

I have the honour to be,

Your obedient servant,

(Signed) J. F. H. Wyse.

Circular Letter.

Toronto, Ont., May 28, 1908.

Re Proposed Regulation Prohibiting Passengers Riding on Front of Open Motor Cars.

Dear Sir,—The dangerous practice of allowing passengers to occupy the space allotted to motormen on open cars has been forcibly brought to the attention of this Board by reason of a very serious accident which occurred recently on one of the electric railways in this Province.

The Engineer, who was instructed by this Board to make a thorough investigation and report on the causes leading to the above mentioned accident, has strongly recommended that the practice of allowing passengers to occupy (whether sitting or standing) the space on the front of open motor cars should be discontinued absolutely, on account of its tendency to interfere with, and distract the attention of the motormen in the proper discharge of their duties.

The Ontario Railway and Municipal Board desire to inform you that a session of the Board will be held on the 5th day of June next, at 11 a.m., at the Board's Chambers in the Parliament Buildings, which you are invited to attend, and unless good cause be shown why such a regulation should not be passed, the Board will proceed to pass a regulation prohibiting electric and street railways from allowing passengers to occupy the front seat or any portion of the space on the front of open motor cars.

I have the honour to be,

Your obedient servant,

(Signed) H. C. Small,

Secretary of the Ontario Railway and Municipal Board.

THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

TORONTO, Ont., July 13, 1908.

Re Regulation Prohibiting Passengers Riding on Front of Open Motor Cars.

DEAR SIRS,—The result of the conference between the Board and the representatives of the municipalities and of the railway companies, which was held in June last, at the Parliament Buildings, in reference to this matter, was to convince the Board that to pass a general regulation, without discrimination, prohibiting electric and street railways from allowing passengers to occupy the front seat on open motor cars was impracticable, and would in many instances be oppressive.

The reasons why such a regulation should not be passed are now obvious to the Board. The local conditions differ in each city or town. A regulation that might be practicable in one town would be perfectly unsuitable to another.

The Board have concluded that the only reasonable and practicable course to pursue is to request each railway company to pass a regulation, subject to the approval of the Board, regulating the occupation by passengers of the front seat in front of open motor cars, which will meet the local circumstances of the company, and which, at the same time, will be adequate for the protection of the public. The Board therefore suggest that you should pass such a regulation at an early date and submit it for their approval.

I have the honour to be,
Your obedient servant,
(Signed) H. C. SMALL,
Secretary of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 312.

In the matter of the application of the Township of Osnabruck for the approval of its By-law No. 15 (1908) increasing from 4½% to 5% the rate of interest on Debentures ($28,940) issued under Drainage By-law No. 11.

May 30. Application and material filed and considered.

May 30. Letter to Applicant's Solicitors (Messrs. Gogo & Harkness, Cornwall) that Board can approve but cannot validate By-law No. 15. (Validation sought under Ont. Mun. Securities Act, 1908).

June 3. Letter from Applicant's Solicitors abandoning application for validation (under Mun. Securities Act.). Application (as amended by letter) and material considered and approved.

June 3. Order made approving By-law.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by Messrs. Gogo & Harkness, Solicitors for the applicants, the statutory declaration of James Martin, Reeve of the said Township, and the certified copy of the said By-law No. 15, filed,

The Board orders that the said By-law Number 15 of the Municipal Corporation of the Township of Osnabruck for the year 1908, amending By-law Number 11 of the said Township for the year 1904, be and the same

is hereby approved under and in pursuance of section 388 b of "The Consolidated Municipal Act, 1903" (4 Edw. VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 313.

Between the Toronto Railway Company, Applicants, and the Corporation of the City of Toronto, Respondents. (New Lines Case).

June 3. Application filed.

June 3. Notice of motion for hearing returnable by special leave, 8th inst. 11 a.m., filed.

June 8. Notice of motion for hearing. Hearing not fixed owing to illness of Mr. C. H. Rust, City Engineer for Toronto.

June 9. Applicants take out order for production.

June 24. Respondents take out order for production.

June 30. Reply filed.

July 14. Respondents affidavit on production filed.

July 30. Applicants affidavit on production filed.

September 17. Order for examination for discovery of C. H. Rust, City Engineer, made, on application of Applicants.

October 8. Examination for discovery of C. H. Rust, Toronto City Engineer, filed.

October 12. October 27, 2.30 p.m., fixed for hearing.

October 21. Hearing fixed for November 2, at 2.30 p.m.

October 27. Leave given to Respondents to serve notice of motion returnable at hearing, re amendment of reply.

October 28. Notice of motion re amendment of reply filed.

November 2. Hearing 2.30 to 4 p.m. Leave given to Respondents to file amended reply (further amended, see notes of Hearing). Hearing adjourned till Friday, November 13, 1908, at 11 a.m.

November 13. 11 a.m. to 1 p.m., 2.30 to 4 p.m., hearing continued, adjourned for argument to November 26, at 2.30 p.m.

November 26. Argument 2.30 p.m. Judgment reserved.

December 8. Written judgment delivered in favour of Applicants.

December 23. Formal order issued in terms of settled draft filed.

NOTICE OF APPLICATION.

1. The applicant is a street railway company carrying on business and having its head office at the City of Toronto. The respondent is a municipal corporation.

2. Under and by virtue of an agreement dated the 1st day of September, 1891, made between the respondent and George W. Kiely and others, which agreement is validated by Statute, 55 Vict., Cap. 99, the applicant is entitled to construct and operate tracks for the purposes of its railway upon any and all streets in the City of Toronto.

3. In pursuance of their rights in that behalf the applicant notified the City of Toronto of their intention to construct their railway upon the following streets, namely,

Amended see notes of Hearing.

Upon Bay Street, from Front to Queen Streets;
Upon University Avenue, from Queen to College Streets;

Upon Richmond Street, from Victoria to Church Streets;
Upon Wellington Street, from York to Church Streets,

in the said City, and thereafter. as required by the said agreement, duly prepared plans of such railways showing the character of construction and location of the tracks, and submitted the same in due course to the City Engineer for his approval.

4. The said plans were prepared exactly in accordance with the plans of other portions of the railway of the applicant constructed on other streets of the city with the approval of the City Engineer, and no reasonable objection can be taken thereto.

5. The City Engineer has not approved the said plans but has not stated any valid reason for refusing to approve thereof, the only reason given being that the Council of the Corporation does not wish tracks to be laid except on conditions which they have no right to impose upon the Applicant.

6. If any reasonable objection to the said plans can be pointed out, the Applicant is willing to amend the same. but submits that it is the duty of the City Engineer to approve thereof, because the said plans, as above stated, are identical with those which he has approved upon other streets.

7. The Applicant now submits its rights to this Honourable Board, praying for an order that the City Engineer may be required to state whether he has any reasonable or valid objection to the said plans, and if no such objection can be made, the same be ordered to be taken as approved, and praying further that the respondent, their servants, workmen and agents, be restrained and enjoined from interfering with the construction of the railway of the applicant in accordance with the said plans, and that such other order may be made in reference to the construction of the said railway as to the Board may seem proper in accordance with the provisions of the said agreement.

This application will be heard by the Board after 10 days from the service hereof or earlier as the Board may appoint, at such time and place and in such manner as the Board may order and direct.

Dated the 2nd.day of June, 1908.

This Notice is given by Messrs. McCarthy, Osler, Hoskin & Harcourt, of the City of Toronto, in the County of York, Solicitors for the Applicants.

Reply.

1. The respondent denies the right of the applicant to construct their railway upon any street in the City of Toronto unless such street be recommended by the City Engineer and approved by the City Council as provided by the agreement referred to in the second paragraph of the Applicant's application.

2. Under the terms of the said agreement all new lines of railway must be recommended by the City Engineer who is in this respect an independent party and has to exercise his own discretion as to the street or streets upon which a railway line is necessary and neither the Board nor the City can control his discretion.

3. No recommendation by the Engineer of any of the streets, mentioned on the applicant's application and no approval by the City Council has been made.

4. The respondent denies the right of the Board to hear or adjudicate upon this application without the City Engineer being a party.

5 Paragraph 43 of the said agreement provides as follows:

"43. In case of any dispute or difference of opinion arising during the term of this contract between the purchaser and the City as to the meaning or construction of this specification, or of the contract to be prepared as herein provided, the same shall be determined on summary application after two clear days' notice to the other party by the person who, for the time being, fills the office of Judge of the County Court for the County of York, who may, as arbitrator, determine the same with the powers, as to costs and otherwise, of arbitrators under the Municipal Act, with right to appeal to the High Court of Justice of Ontario, whose decision shall be final." and the respondent denies the jurisdiction of the Board to hear or entertain this application.

6. This reply is made by W. C. Chisholm, of the City Hall, Queen Street West, Toronto, Solicitor for the above named respondent.

W. C. Chisholm,
Solicitor for Respondent.

Amendment of Reply.

Take notice that by special leave of His Honour the Chairman of the Board, a Motion will be made on behalf of the Respondent before the Ontario Railway and Municipal Board at their offices at the Parliament Buildings, Toronto, on Monday the second day of November, 1908, at the hour of 2.30 o'clock in the afternoon or so soon thereafter as the application can be heard for an Order allowing the Respondent to amend the Reply delivered herein by adding thereto the following paragraphs:

5*a*. The construction of railway tracks and the operation of a service of cars upon the streets referred to in the Applicant's application are not necessary and by a re-arrangement of routes any congestion there may be on any of the streets may be so relieved that the existing tracks upon the streets will be ample for some years.

5*b*. The Respondent has requested the Applicant to establish and lay down a double line of tracks on certain streets from the junction of King and Jarvis Streets by way of Jarvis, Adelaide, Bathurst McDonnell Square, Defoe, Niagara, Queen, Claremont, Mansfield Avenue, Clinton, Bloor and Christie Streets to Dupont Street, as set forth in By-law No. 5,131 passed April 27th, 1908, and on Terauley Street from Queen street to College street, as set forth in By-law No. 5,132 passed on the same date, but the Applicant has neglected and refused to comply therewith, and by so doing has abandoned all rights upon the said streets and any part thereof. Struck out November 2nd, 1908. See notes of Hearing, H. C. S., Secretary.

5*c*. The Applicant can so operate their routes on the lines already laid as to relieve the congestion now existing and to obviate any necessity for new lines.

Dated this twenty-eighth day of October, A.D. 1908.

W. C. Chisholm,
Solicitor for Respondent.

To Messrs. McCarthy, Osler, Hoskin & Harcourt,
Solicitors for the Applicant.

And to H. C. Small, Esquire,
Secretary of the said Board.

JUDGMENT OF THE BOARD: NEW LINES CASE.

This is an application made by the Toronto Railway Company, to have their rights declared under an agreement dated the first day of September, 1891, made between the Respondent and George W. Kiely and others, which agreement was validated by a Statute of the Parliament of Ontario, 65 Victoria, Chap. 9, by virtue of which it is alleged that the Company have the rights to construct and operate tracks for the purposes of their Railway upon any and all streets in the City of Toronto. The Company also ask that the Respondents, the City, their servants and agents, be restrained and enjoined by the Board from interfering with the construction of the Company's railway upon Adelaide Street, from Jarvis to Bathurst Street, upon Bay Street, from Front to Queen Street, upon University Avenue, from Queen to College Street, upon Richmond, from Victoria to Church Street, and upon Wellington Street, from Church Street to York Street, all in the City of Toronto, in accordance with plans submitted by the Company to the City's Engineer, and for an order that the City Engineer may be required to state whether he has any reasonable or valid objections to said plans; and if no such objection can be made that the same should be ordered to be taken as approved.

The following is a short history of the transaction out of which the agreement arose. In the year 1891, the City of Toronto became the owners of the street railway and the real and personal property of the former Street Railway Company. The old company operated the railway with horses as the motive power.

After the City acquired the system, they advertised the railway and appurtenances, together with a franchise for a period of twenty years, to be extended to thirty years if legislative authority could be obtained, for sale by tender under conditions which were adopted by the Council. The tender of George W. Kiely and his associates, called the purchasers, was accepted by a by-law of the City, subject to the execution of an agreement to be approved as therein mentioned.

In pursuance of the by-law, the agreement of the first day of September, 1891, mentioned in the application, was executed. On the fourteenth day of April, 1892, an Act of the Parliament of Ontario was obtained, 55 Victoria, chap. 99, incorporating Mr. Kiely and his associates, as the Toronto Railway Company, and confirming and validating the agreement and the conditions and tenders therein referred to and incorporated therewith, which are described in the Act as schedule A.

The Company paid for the railway and its appurtenances, and the franchise $1,453,788.00, and in pursuance of section 24, of the conditions of sale, changed the system from a horse to an electric railway, and as such have operated it ever since. It is a matter of common knowledge that the installation of the steam and electric plant and the relaying of the track necessary to operate the system as an electric street railway and new cars cost the Company several million dollars. The crucial question to be decided by the Board on this application is who has the right to pick, choose or select the streets upon which the new lines are to be built.

This question would be concluded by the judgment of the Lords of the Judicial Committee of the Privy Council in the Consolidated Appeals of the Corporation of the City of Toronto v. the Toronto Railway Company from the Supreme Court of Canada; and of the Toronto Railway Company v. the Corporation of the City of Toronto from the Court of Appeal of Ontario. delivered on the twenty-sixth of April, 1907, had not the Parliament of

Ontario on the fourteenth of April, 1908, by an Act, 8 Edward VII, Chap. 112, enacted that "notwithstanding any judicial decision interpreting the effect of the said Act and the said agreement, it is hereby declared that it is and always has been the true intent and meaning of the said Act that the rights retained by and secured to the Corporation of the City of Toronto by the said agreement as to the control and management of the streets of the said city, and as to establishing and laying down new lines of railway, and as to extending the street car service upon the streets of the said city, as may be from time to time recommended by the City Engineer, and approved by the City Council, have not been and are not affected by the said Act, but said rights remain and are as set out in the said agreement scheduled to the said Act.

To give effect to this Act, 8 Edward VII, the Board in determining this cause will treat 55 Victoria, chap. 99, as a mere incorporating and validating Act, which does not add to, extend or enlarge the rights, powers or privileges of the Company. We propose to try the rights of the parties to this application as they exist under the agreement alone, unaffected, except as to validation, by the Act 55 Victoria.

In arriving at a conclusion as to the construction of the agreement between the parties, the Board will keep in view the surrounding circumstances, what the parties were bargaining for, and the objects they had in view as we can gather them from the writings, so that the Board may place themselves in the position of the parties when the bargain was made. The intention of the parties must be gathered from the language of the several documents which make up the contract itself.

What the City was selling, and the Company were buying, in addition to the then existing horse railway and the property appurtenant thereto, was the exclusive right to operate surface street railways in the City of Toronto except on the Island and on a portion of Yonge and Queen Streets, for a period of twenty years with a right of renewal for a further period of ten years in the event of legislation being obtained to enable this to be done. This is abundantly clear from section 5 and 11 of the agreement of the first day of September, 1891, from section 1 of the conditions of sale, and from the recital, in By-law No. 2,929, passed on the twenty-seventh of April, 1891.

The operation of the railway is a business enterprise. It is operated on joint account. The Company furnished all the capital necessary for the acquisition, changing, extension, maintenance and operation of the system. The City are paid a percentage of the earnings of the road payable out of the gross receipts. The City are not required to provide any capital for the enterprise. They furnish the right-of-way along their streets subject to a joint user by the pedestrian and the vehicle. The City have not a dollar in jeopardy. The Company took all the financial risk involved in the business of operating the system.

It is quite clear that extensions of the lines were contemplated by the parties. The parties did not expect that the then existing lines would suffice or would be sufficient during the whole period of the franchise, to provide adequate and sufficient rapid transit for the people. Neither was it intended that tracks should be laid by the Company upon all the streets of the City. The right purchased by the Company and granted by the City was the exclusive right, upon certain conditions, to operate surface street railways. The right to operate includes the working of the railway as a system, and carries with it the right to include or exclude particular streets in or from the system. A Company advancing all the capital, making themselves responsible for the success of the enterprise, taking all the risk of

failure and loss, would require to have the right to select the streets where men most do congregate, where passengers could most readily and easily present themselves for carriage, and where the traffic would be most remunerative. The denial of this right to the Company to thus manage their business would require to be stated in very clear and decisive language.

The City depends upon the 14th clause of the contract to give them the right to select the streets upon which extensions would require to be built from time to time and to prevent the Company from making the choice. The fourteenth clause would appear at first sight to cut down the exclusive right acquired by the Company to operate surface street railways, by making such right depend on the approval of the City Engineer and City Council. This clause must however, be read in connection with the seventeenth clause of the contract. The effect of these two clauses is that while the City may requisition the Company to extend its tracks on such streets as may be from time to time recommended by the City Engineer and approved of by the City Council, yet the Company cannot be compelled to build such extensions. They may refuse to build and abandon the privilege of laying down such new lines or extensions; and the City may grant the right to some other person or Company, and in that case the Company can have no claim against the City for compensation. To force the Company to abandon and to grant the right to build on the abandoned streets to some other person or company, is the only remedy which the City has. This however, does not prevent the Company from picking and choosing the streets that they consider will fit in with the rest of their system and where the most people require to be accommodated with rapid transit cars and the best financial results obtained.

The Company have selected the streets mentioned in the application and the amendments thereto upon which to build extensions. On the seventeenth of May, 1907, in an application by the City against the Company, commonly called the Over-Crowding Case, the record of which has been admitted as evidence in this case, in order to mitigate the congested traffic conditions in the City, this Board ordered the Company with all reasonable despatch to construct between ten and fifteen additional miles of single track; and to build one hundred new cars to be finished in time to be distributed and put in operation on the system as soon as sufficient new lines were built.

Shortly after judgment was delivered by the Board in that case, the Manager of the Company endeavoured to get the City to agree with him upon the streets upon which the new lines should be built. He says that he has considered the lines that would relieve the congestion, and for that purpose he wants the streets above mentioned, and that he is prepared to improve the service regardless of expense.

It appears from the evidence that the streets that have been selected by the Company for the new lines have been at one time or another, approved by Mr. Rust, the City Engineer. Mr. Bion J. Arnold, an Engineer and Traffic Expert from Chicago, of international repute, was called into consultation with Mr. Rust by the City. Mr. Arnold generally speaking agreed with Mr. Rust as to the necessity for new lines and the streets upon which they should be built. The City Council, however, have not approved of the recommendations of these Engineers. The City takes the position that the Company have no right to build on streets, even when recommended by the City Engineer, unless also approved by the City Council.

They also now allege that the construction of railway tracks and the operation of a service of cars upon the streets referred to in the Company's

application is not necessary, but by a re-arrangement of the routes any congestion that exists can be relieved by the existing tracks. We determine again and we determined before in the Over-Crowding case after hearing a great deal of expert evidence and after a careful consideration of the traffic conditions of this City, that new lines and more cars are absolutely necessary to cope with the congestion that now exists. The people are suffering while the City are delaying the Company by denying them the streets they require for the new lines. Mr. Rust, the City Engineer, in his evidence states that he is not prepared to approve of any plans for street railway extensions until the City Council approve of the streets; but that otherwise as an Engineer and as an expert his views are in accordance with those of the Company as to the necessity and advisability of the construction of these tracks. ...

The Board received evidence submitted by the Company, largely of a statistical character, to show the absolute necessity for the new lines in the public interest. Evidence was given on behalf of the City that showed that the building of new lines on Bay street was objected to by a number of citizens, as the street cars would make it less convenient for cartage from the wholesale houses for which this street at present is used; also that the location of the lines on University Street would create noise, vibration and dust which would be inimical to patients in an hospital which it is proposed to build upon that street. If the Board are right in their view that the Company have the right to select the streets for the new lines, this evidence is quite beside the mark, for the reason that once the selection is made by the Company, neither the City nor the Board have the right to say nay.

The Company, however, will require in constructing the new lines to build subject to the conditions of sections 12 and 13 of the conditions of sale. The Board determine that the Company have the right to select the above mentioned streets and so declare. We find that the City has denied the Company's right and has prevented the Company from using the streets selected for their new lines, and has violated and committed a breach of the agreement which they made with the Company. Under the authority vested in the Board by section 63 of the Ontario Railway and Municipal Board Act, 1906, having regard to all the circumstances of the case we think it reasonable and expedient in our discretion to enjoin and restrain the City, their servants and agents, from preventing or interfering with the construction by the Company of the railway upon the said streets mentioned in the application and amendments thereto.

The Board reserves further direction. The Board makes no order as to costs except that the City shall provide fifty dollars for stamps upon the formal order.

Dated this 8th day of December, 1908.

(Signed) James Leitch,
Chairman.
" A. B. Ingram,
Vice-Chairman.
" H. N. Kittson,
Commissioner.

Order.

Upon the application of the above-named Applicant, in presence of the Applicant and Respondent, upon hearing the evidence adduced on behalf of the Applicant and Respondent, and upon hearing Counsel for the Applicant and Respondent.

1. The Board finds and declares that the Applicant has the right to construct its Railway upon Adelaide Street, from Jarvis Street to Bathurst Street; upon Bay Street, from Front Street to Queen street; upon University Avenue, from Queen Street to College Street; upon Richmond Street, from Victoria Street to Church Street; and upon Wellington Street, from Church Street to York Street; all of the said streets being within the boundaries of the City of Toronto as constituted at the date of the agreement between the applicant and the respondent, dated September 1st, 1891.

2. And the Board further finds that the respondent has denied the right of the applicant hereinbefore declared and has prevented the applicant from constructing their railway upon the said streets, and has thereby committed a breach of the said agreement.

3. And the Board orders that the respondent, its officers, servants and agents refrain, and they are hereby enjoined from doing any acts to prevent the applicant from constructing lines of railway upon the said streets as set forth on the plans filed as exhibits at the trial hereof.

4. And the Board further orders that the respondent pay the sum of fifty dollars for stamps required for this Order and makes no further order as to costs.

(L.S.) (Signed) James Leitch,

Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 314.

Re Joseph Gibbons vs. Toronto Railway Company.

Application to have Company enclose and heat rear vestibules during winter season.

June 3. Application filed.

Procedure File No. 315.

In the matter of the application of the Town of Oakville for Validation of its By-law No. 365 ($25,500) to repay borrowed cost of granolithic sidewalks.

June 5. Application filed, considered and further material requisitioned.

June 24. Further material filed and considered and application approved.

June 24. Order made directing certificates under Act.

July 4. Debentures and By-law produced for certification, certified handed out to Messrs. O'Brain & Henderson, agents for Applicants' Solicitor.

Order.

Upon the application of the Municipal Corporation of the Town of Oakville, and upon reading By-law numbered 365, passed on the tenth day of February, 1908, to authorize the issue of debentures to the amount of $25,500 principal, and $15,424 interest, to repay temporary loans with interest procured for the purpose of meeting the cost of certain granolithic sidewalks, and upon reading the affidavit of Charles A. Bradbury, Town Clerk, of the said Corporation, and the affidavit of William Sinclair Davis, Mayor of the said Town, and no one opposing this application.

It is ordered, pursuant to the provisions of the Ontario Municipal Securities Act, 1908, that a certificate be granted approving the said By-law, Number 365, of the Municipal Council of the Corporation of the Town

of Oakville, and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-law are also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 316.

In the matter of the Application of the Town of Smith's Falls for approval of its Debenture Interest Increase By-law 795.

June 8. Application and material filed considered and approved.

June 8. Order made accordingly.

Order.

Upon the Application of the above named Corporation and upon reading the notice of application filed by J. A. Lewis, Town Clerk of the said Corporation, the statutory declarations of J. B. Lyle, Mayor, and Henry Layng, Treasurer of the said Town, and the certified copy of each of the said By-laws numbered 791 and 795, filed.

The Board orders that the said By-law No. 795 of the Municipal Corporation of the Town of Smith's Falls, intituled "By-law No. 795. A By-law No. 791, of the Town of Smith's Falls," be and the same is hereby approved under and in pursuance of Section 388*b* of "The Consolidated Municipal Act, 1903," (4 Edw. VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 317.

In the Matter of a Mortgage between The Ontario West Shore Electric Railway Company and The Toronto General Trusts Corporation, dated first May, 1908. Deposited this 10th day of June, A.D. 1908, under The Ontario Railway Act, 1906 (Cap. 30 Section 44, ss. 4.)

Procedure File No. 318.

In the matter of the application of Benjamin Sinclair and other ratepayers of the portion of the Township of York known as Deer Park, for an order for the annexation of the same to the City of Toronto.

June 24. Application and certified copy of resolution of City Council of Toronto, filed, and Monday, July 6th, 1908, fixed for the hearing, at Board's Chambers at 2.30 p.m.

July 6. Hearing. Petition proved sufficient, annexation decreed by Board on condition that terms be made with Township of York re maintenance of road (Yonge Street), in front of Mount Pleasant Cemetery, and northerly to southerly boundary of North Toronto.

July 11. Draft of formal order settled in presence of counsel for parties.

July 11. Formal order made accordingly.

ORDER.

Upon the application of the said applicants made on the Sixth day of July, 1908, and upon reading the resolution of the Council of the Corporation of the City of Toronto, passed on the 22nd day of June, 1908, the petition of the said applicants, the affidavit of Benjamin Sinclair, Ida Williams and Ida Talbot and upon hearing what was alleged by counsel on behalf of the applicants, the Corporation of the City of Toronto, and the Corporation of the Township of York, and by Mr. Elias Rogers, on his behalf, and judgment having been reserved until this day;

The Board orders and proclaims that the lands and premises in the Township of York mentioned in the said petition, and being described as: Commencing where the centre line of the creek which flows through Summerhill Park intersects the present northerly limits of the city; thence south-westerly, north-westerly, westerly, northerly, westerly, northerly, and westerly, following the present limits of the city to a point thereon distant one hundred and thirty-three feet measured westerly from the easterly limits of the Upper Canada College Grounds, thence northerly, parallel with the said easterly limits of said grounds, to the production westerly of the most southerly limit of North Toronto; thence easterly along said production and along said southerly limit of North Toronto to the easterly limit of township lot No. 21 in the Third Concession from the Bay; thence southerly along said easterly limit of said lot to the production westerly of the southerly limit of township lot No. 19, in the said Third Concession: thence easterly along said production, and along the southerly limit of said lot 19 to the centre line of the said creek; thence southerly following said centre line to the place of beginning, be and the same are hereby annexed to the city of Toronto, the said annexation to take effect on 15th day of December, A.D. 1908, upon and subject to the following terms and conditions, namely:

1. The portion of the said lands east of Yonge Street shall be added to Ward No. 2 and the portion of the said lands west of Yonge Street shall be added to Ward No. 3 of the said City of Toronto.

2. That the taxes and rates imposed for the year 1908 or any prior year, upon any of the lands included in the territory hereby annexed which shall not have been collected before the first day of January, 1909 shall be collected by and belong to the Township of York, and all right to collect the same, including distress for non-payment, or, if necessary, the sale of the said lands, or any of them, shall remain in the said township as though this order had not been made, and all adjustments between the City of Toronto and the Township of York shall be made as of the first day of January, 1909.

3. The said City of Toronto may, at any time in the year 1909, prior to the passing of a by-law striking the rate of taxation for the said year, assess (subject to the rights of appeal provided by the Assessment Act), the lands included in the territory hereby annexed, and the owners and occupants thereof, for the year 1909, as though the same had been made in the year 1908; and the assessment so made shall be the assessment on which the taxes in the said district for 1909 shall be collected.

4. The Corporation of the City of Toronto shall be liable for the maintenance of the portion of Yonge Street south of the southerly limit of North Toronto.

(L.S). (Signed) JAMES LEITCH.

Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 319.

In the matter of the annexation of Wychwood and Bracondale to City of Toronto. (Second application).

June 24. Certified copy of resolution of Toronto City Council filed.

September 5. Application filed, appointment issued on application of Petitioners for hearing at Board's Chambers on Thursday, 17th September, 1908, at 2.30 p.m.

September 17. Petition filed.

September 17. 2.30 p.m. Hearing pursuant to appointment. Hearing adjourned two weeks to October 1st, at 2.30 p.m. Counter petition if any directed to be filed within one week from to-day.

September 25. Counter petitions filed (opposing annexation).

October 1. 2.30 p.m.-5 p.m. Hearing continued pursuant to adjournment. Adjourned to Friday, October. 30th, 1908, 2.30 p.m. Meanwhile Mr. Gibson to hand Mr. Starr his written objections to petition, with reference to H. C. Small if necessary.

October 30. Hearing adjourned to Tuesday, November 3rd, 1908, at 11 a.m.

November 3. Hearing continued 11 a.m. to 1 p.m.; 230-4 p.m. Order for annexation refused, majority according to Board's ruling not having petitioned for annexation.

December 16. City Council having passed another resolution, Board directs said resolution and new petition to be filed and new application made.

BOARD'S RULING AS TO WHO ARE RATEPAYERS.

The question has arisen in reference to ratepayers whose names appear more than once on the last revised Assessment Roll, and as to whether or not the names of such persons are to be only counted once; and where appearing more than once to be struck from the roll.

The Board will not undertake to revise a last revised Assessment Roll. Any ratepayer whose name appears on the last revised Assessment Roll more than once will be counted as often as his name appears on the roll, and in signing a petition for annexation he will be at liberty to sign as often as his name appears on the last revised Assessment Roll.

Dated 3rd November, 1908.

(Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 320.

In the matter of the application of the Town of Owen Sound for approval of its By-law No. 1306 for investment of $11,000 of its sinking funds in the debentures issued under its By-law No. 1302. ($11,000 for Public School purposes).

June 24. Application and material received, considered and approved.

June 29. Order completed approving By-law 1306.

ORDER.

Upon the application of the Municipal Corporation of the Town of Owen Sound, and upon reading the notice of application filed by J. W. Frost, solicitor for the applicants, the certified copy of each of the said By-laws,

Nos. 1302 and 1306, and the affidavits of Andrew F. Armstrong, Treasurer, and Charles Gordon, Clerk of the said corporation, and the certificate of Norman Ross, manager of the Traders' Bank at Owen Sound, filed,

The Board orders under and in pursuance of Section 420 of "The Consolidated Municipal Act, 1903," and of Section 53 of "The Ontario Railway and Municipal Board Act, 1906," that the said By-law No. 1306 of the said Municipal Corporation of the Town of Owen Sound, intitutled, "By-law No. 1306 of the Town of Owen Sound. A By-law to invest the sum of $11,000 of Sinking Funds not immediately required for the purchase of debentures to be issued under By-law No. 1302 for Public School purposes," be, and the same is hereby approved.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 321.

Between A. J. Henderson Applicant, and Huntsville, Lake of Bays and Lake Simcoe Navigation Company and the Huntsville and Lake of Bays Railway Company, Respondents.

June 2. Preliminary interviews and correspondence. Application filed and considered.

June 2. Notice to Respondents.

June 24. Notice received from Respondents that matters of complaint will be remedied.

June 24. Notice to Applicant accordingly.

July 13. Inspection by Vice-Chairman and Mr. Kittson who enquired into matters in dispute.

July 16. Memo of Inspection and enquiry prepared and forwarded to parties and placed on file.

MEMO.

Re "A. J. Henderson and Boycott of Baysville by Huntsville and Lake of Bays Navigation Company."

The undersigned, in compliance with a desire expressed by the above, Mr. Henderson and the officers of the above Company to have members of the Railway and Municipal Board visit the locality of Baysville with a view of investigating the complaints as set forth by the Applicant (Mr. Henderson), proceeded to Huntsville on the 13th inst.

The Complaints as set forth by the Applicant were to the following effect:—

1. The present method of towing logs and cutting them adrift at the entrance of the River to Baysville interferes with navigation.

2. The Navigation Company only running one boat each day once to Baysville instead of twice (morning and evening) as formerly.

3. Compelling residents of the locality of Baysville who receive freight to prepay charges on shipment.

The General Manager and Assistant General Managers, Messrs. Silas H. Jacobs and W. J. Moore, of the Navigation Company, accompanied the undersigned, the former to Baysville, and the latter to South Portage. On the arrival of the boat at Baysville, Mr. Henderson persuaded the undersigned to stop off at Baysville until after 3 o'clock p.m. on the 14th instant, in order that a deputation of prominent residents of the Township (which

included the Reeve, some of the Councillors, a Clergyman, Mr. Henderson and others numbering about ten or twelve persons) should be given an opportunity of explaining their grievances against the above Company.

The deputation fully set forth their complaints and asked the Board to try and have the things complained of removed or adjusted. The undersigned after hearing the above deputation assured them that the Board had no jurisdiction to deal with the alleged complaints, but if anything could be done by the Board to adjust matters satisfactorily to all concerned, the Board would be only too pleased to do so.

The undersigned also had an interview with the President of the Navigation Company, Mr. Chas. O. Shaw, regarding the things complained of and that gentleman assured us that as soon as the third and last tow of logs was landed at the entrance of the river and floated down past Baysville which would be very soon now) he intended to commence the double service, morning and evening, to Baysville.

After weighing carefully all the conditions and the grievances complained of, the undersigned are of the opinion that the above Company is doing all it can reasonably be expected to do, and more probably than the trade of Baysville would warrant the Company in doing, as the running of the boats up to the present would appear to involve an unprofitable undertaking.

The logs when towed to the mouth of the river should be divided again into smaller booms and towed down the river to the dam at Baysville and not allowed to drift down from the Narrows as at present. If this were done navigation would not be interfered with.

The Navigation Company are justified in requiring freight to Baysville to be prepaid as the Company have no freight shed at this point.

Dated this 16th day of July, 1908.

(Signed) A. B. Ingram,
Vice-Chairman.

(Signed) H. N. Kittson,
Member.

Procedure File No. 322.

Between C. F. Farewell, Applicant, and the Municipal Corporation of the Town of Steelton, Respondent.

June 24. Application filed.

July 27. Hearing at Sault Ste. Marie as arranged, judgment reserved.

August 1. Order made reducing assessment in certain respects.

Judgment.

The Applicant is the owner of certain lands in the Dance Subdivision in the Town of Steelton. The said lands are laid out in building lots, the assessed value of which was fixed by the Assessor for the year 1908 at the sum of $19,550.00. The Applicant then appealed to the Court of Revision for the Town of Steelton to have this assessment reduced on the ground that the amount was excessive and that the said lands ought to be assessed as farm lands instead of building lots. The Court of Revision held that the lots facing Moody Street, Marietta Street, Franklin Street, and lots numbers 111 to 127, inclusive, on Henrietta Avenue—in all 152 lots containing 25 acres approximately—be assessed as farm lands at $125.00 per acre, the original

assessment on the said 132 lots being reduced from $6,080.00 to $3,125.00. The appeal as to the remaining lots was dismissed and the original assessment of these was confirmed.

The applicant now appeals from the decision of the Court of Revision on the ground that the assessed values of the said lands are too high, and that that portion of the said lands assessed and valued by lot should be assessed as farm lands.

The Board are of opinion that the appeal fails as to the above mentioned 152 lots which were declared by the Court of Revision to be farm lands. The valuation of $125.00 per acre appears to the Board to be fair and reasonable.

Nor can the Applicant's contention that the remaining lots ought also to be assessed as farm lands be sustained. There was no evidence to show that these last mentioned lots are laid out in parcels sufficient in area to be classed as farm lands. In fact the Applicant himself was unable to point out any such parcel having the required area.

The Board, however, are of opinion that the assessment of these last mentioned lots *as lots*, is too high and ought to be reduced owing to local industrial conditions. The value of the lots in question has depreciated considerably and apparently no sale of the said lots can be reasonably expected during the current year.

Dated at Toronto, August 1st, 1908.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.
(Signed) H. N. Kittson,
Member.

Order.

Upon the application of the above named applicant, upon this Board viewing the lands in question herein; upon hearing the evidence adduced on behalf of the parties hereto, and upon hearing counsel for the applicant and respondent on the 27th day of July, 1908, at the said Town of Steelton, and judgment being reserved until this day.

This Board orders and directs that the assessed value of the one hundred and fifty-two (152) lots assessed as farm lands as fixed by the Court of Revision for the said Town of Steelton be and the same is hereby confirmed.

This Board further orders and directs that the assessment of the other lots in question herein be reduced as follows:—

Lots numbers 1, 2, 3, 4, 5, 6, 7, 58, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, be reduced from $150 to $105.

Lots numbers 436, 437, 438, 439, 440, 441, 442, 444, 445, 458, 459, 460, be reduced from $140 to $98.

Lot lettered "A" be reduced from $130 to $91.

Lots numbers 8 and 9 be reduced from $120 to $84.

Lots numbers 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 29, 30, 31, 32, 33, 34, 35, 48, 49, 50, 51, 59, 60, 61, 62, 63, 64, 65, 66, 75, 76, 85, 86, 87, 88, 89, and lots lettered "B" and "E," be reduced from $90 to $63.

Lots numbers 25, 26, 27, 28, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and lots lettered "C" and "D" be reduced from $60 to $42.

Lots numbers 317, 403, 404, 405, 407, 408, 409, 411, 412, 413, 414, 415, 416, 418, 419, 420, 421, 422, 423, 424, be reduced from $50 to $35.

Lots number 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 150, 151, 152, 191, 192, 193, 194, 195, 196, 235, 236, 237, 238, 239, 240, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 425, 426,

427, 428, 429, 430, 431, 432, 433, 434, 435, 461, 462, 463, 464, 465, 466, 467, 468, and lots lettered "F," "G," "H," "I," "J," "K," "L," be reduced from $40 to $28.

This Board further orders and directs that the assessment roll of the above named respondent for the year 1908 be amended accordingly.

This Board further orders that each of the said parties hereto shall bear and pay its own costs of this appeal and each of the said parties shall pay five dollars (5.00) in law stamps on the judgment herein.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 323.

In the matter of the application of the Town of Brockville for approval of its By-law No. B. 643 to increase from 4½ per cent. to 5 per cent. the rate of interest on the debentures ($10,000, Brockville Collegiate Institute Debentures) authorized under By-law No. B. 598.

June 24. Application and material filed, considered and approved.
Letter to Applicant's solicitor *re* validation, stats, etc.
July 3. Reply received that validation not sought but approval only.
July 3. Order made approving by-law.

Order.

Upon the application of the above named corporation and upon reading the notice of application filed by Messrs. Hutcheson and Fisher, solicitors for the applicant, the affidavit of George K. Dewey, Town Clerk, of the said corporation, and the certified copy of each of the said by-laws numbered B. 598 and B. 643, filed.

The Board orders that the said By-law Number 643 of the municipal corporation of the Town of Brockville, intituled "By-law No. B. 643. A by-law to amend By-law No. B. 598," be, and the same is hereby approved, under and in pursuance of Section 388 B. of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11, (Ontario)).

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 324.

In the matter of the application of the Town of Brockville for approval of its By-law No. B. 644 to increase, from 4 per cent. to 5 per cent. the rate of interest on the Debentures ($25,000 for extension, etc., of lighting system and works) authorized under By-law No. B. 492.

June 24. Application and material filed, considered and approved. Letter to applicant's solicitors *re* validation, stats, etc.
July 3. Reply received that validation not sought, but approval only.
July 3. Order made approving by-law.

Order.

Upon the application of the above named corporation, and upon reading the notice of application, filed by Messrs. Hutcheson and Fisher, solicitors for the Applicant, the affidavit of George K. Dewey, Town Clerk of the said corporation, and the certified copy of each of the said by-laws numbered B. 492 and B. 644, filed.

The Board orders that the said By-law Number B. 644 of the municipal corporation of the Town of Brockville, intituled "By-law No. B. 644. By-law relating to a change in the mode of issuing the debentures, authorized by By-law No. B. 492," be, and the same is hereby approved, under and in pursuance of section 388 B, of "The Consolidated Municipal Act, 1903," (4 Edw. VII., Chapter 22, Section 11, (Ontario)).

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 325.

In the matter of the application of the Town of Berlin for validation if its By-law No. 946. ($30,000, being $10,000 for gas and electric light extensions, etc., and $20,000 for street railway extensions, etc.)

June 24. Letter from Messrs. Miller & Sims, town solicitors, enclosing copy by-law and enquiring.

June 24. Letter in reply.

July 9. Application and material filed, considered and approved.

July 9. Order made accordingly.

July 14. By-law and debentures produced and certified.

ORDER.

Upon the application of the municipal corporation of the Town of Berlin, and upon reading By-law numbered 946 to authorize the issue of debentures to the amount of $30,000 to extend the gas and electric light works and to extend and improve the street railway of the said municipality, and upon reading the affidavits (and the exhibits thereto) of Aaron Bricker, Mayor for 1907, and William Valores Uttley, Mayor for 1908, and Martin Huehnergard, tax collector and formerly clerk of the said town, filed, and no one opposing this application.

It is ordered, pursuant to the provisions of the Ontario municipal Securities Act, 1908, that a certificate be granted approving the said By-law numbered 946 of the municipal corporation of the Town of Berlin, and declaring the same valid and binding and that its validity is not open to question in any court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said by-law are also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 326.

In the matter of the application of the City of Kingston for validation of its By-law No. 46, 1907, ($12,000 to reconstruct and improve certain roadways).

June 24. Preliminary correspondence.

July 9. Application and material filed, considered and approved.

July 9. Order made and by-law certified accordingly.

ORDER.

Upon the application of the municipal corporation of the City of Kingston and upon reading By-law numbered 46, (1907), to authorize the issue of debentures to the amount of $12,000 to reconstruct and improve certain

roads in the said city, and upon reading the affidavits of Arthur E. Ross, Mayor, and William Wallace Sands, Clerk, of the said city, and the exhibits thereto, filed, and no one opposing this application.

It is ordered, pursuant to the provisions of the Ontario Municipal Securities Act, 1908, that a certificate be granted approving the said By-law Number 46, (1907), of the municipal corporation of the City of Kingston, and declaring the same valid and binding and that its validity is not open to question in any court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said by-law are also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 327.

In the matter of the application of the City of Kingston for validation of its By-law No. 20, (1908). ($24,116.09 for construction of artificial stone sidewalks and sewers).

June 24. Preliminary correspondence.

July 9. Application and material filed, considered and approved.

July 9. Order made and by-law certified accordingly.

ORDER.

Upon the application of the municipal corporation of the City of Kingston and upon reading the By-law numbered 20, (1908), to authorize the issue of debentures to the amount of $24,116.09 for the construction of artificial stone sidewalks and sewers, and upon reading the affidavits of Arthur E. Ross, Mayor, and William Wallace Sands, Clerk, of the said city, and the exhibits thereto, filed, and no one opposing this application.

It is ordered, pursuant to the provisions of the Ontario Municipal Securities Act, 1908, that a certificate be granted approving the said By-law, Number 20, (1908), of the municipal council of the City of Kingston, and declaring the same valid and binding and that its validity is not open to question in any court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said by-law are also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 328..

Between the Town of North Toronto, applicants, and the Toronto and York Radial Railway Company, respondents.

June 27. Application filed.

Nov. 23. Hearing at 2.30 p.m. pursuant to appointment, Order made by consent of counsel for all parties appointing J. F. H. Wyse to inspect railway and report on matters in question.

December 12. Engineers report (dated 11th inst.) on inspection and enquiry filed and copy dispatched to solicitors for applicants and respondents.

ORDER APPOINTING ENGINEER.

The application or complaint, herein, coming on for hearing this day before the Board, pursuant to the appointment at the Board's Chambers at the Parliament Buildings in the City of Toronto, in the presence of counsel

for all parties, and such counsel having consented and agreed to the inspection (as regards the matters in question in this application) of the respondent's railway by an inspecting engineer to be appointed by the Board,

The Board hereby appoints John F. H. Wyse, Esq., of the City of Toronto, in the County of York, consulting engineer, to inspect the above named respondent's railway and cars, and highway traversed by such railway and to consider all other matters in question in this application, and to report to the Board after the completion of such inspection, and the said John F. H. Wyse is hereby directed to proceed forthwith to make and complete said inspection and report. The Board reserves the question of costs and expenses of making such inspection enquiry and report.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

Toronto, Ont., December 11th, 1908.

Report on the Toronto and York Radial Railway Co., in the Town of North Toronto, Ontario.

To the Ontario Railway and Municipal Board,
Parliament Buildings, Toronto, Ont.

Instructions. Gentlemen,—In compliance with your instructions of November 23rd, A.D. 1908, to inspect the above named railway and cars, and highway traversed by such railway, and to consider all matters in question in the application between the Town of North Toronto, applicants, and the Toronto and York Radial Railway Company, respondents, and having due regard to the statute of Ontario of 1897, Chap. 84, Sec. 17, the agreement made the 6th of April, 1894 between the municipal corporation of the County of York and the Metropolitan Street Railway Company, section 164 of the Ontario Railway Act of 1906, and section 48 of the Board Act, (see exhibit G.), I beg to submit the following:—

Complaint "A" States. That the track allowance has not been kept in good order, and repair to the satisfaction of the town engineer as provided by the agreement between the County of York, and the Metropolitan Railway Company.

Filling and Ballasting. Commencing at the northern boundary of Mount Pleasant Cemetery or Gormley avenue, which is the southern boundary of North Toronto. I find that it is filled between the rails and to within about an inch of top of same, and extending as far north as the first turnout.

At this first turnout the main line is filled only to base of rail, but the turnout track and the space between it and the main line is filled to top of rail.

From the north end of the turnout at Frederick street to the town hall the filling is close to top of rail.

Between the town hall and Kensington avenue, where there is another turnout, the main line and the turnout track are both fully ballasted.

From Kensington avenue to Glen Grove, where the third turnout is located, both the main line and the turnout are also fully ballasted.

Between Glen Grove and the north boundary of the town where there is a fourth turnout, known as "stop 29" the ballast does not come above the base of rail, except in front of the Bedford Hotel and at other public and private crossings. (See exhibit H.) The turnout track and the space between it and the main line is ballasted to about the top of rail. All the filling or ballast throughout is a sandy gravel.

Switches. At all switches from ten to fifteen feet from point of switch there is no filling even between ties. This filling has been left out to allow free play for the connecting rods of switch rails.

All these switches are ordinary steam railroad type split switches.

Road Grade. The entire distance of the track is laid fairly to road grade throughout North Toronto, and drainage across the tracks is provided for, also for this entire distance, by the filling being removed at intervals from between two adjacent ties.

Rails. The rails are 60-pound section T rails on ties spaced 2 feet centers and the road bed is in apparently good shape for the traffic for which it is being used. (See exhibit H.)

Complaint "B" States—Snow. That during the winter months snow is removed from the track and thrown out upon the remainder of the street, forming a high ridge of snow and ice which renders the street dangerous and unsafe for the ordinary street traffic, contrary to said agreement."

The Metropolitan agreement, clause 16, reads: "The Company shall have the right to remove the snow from within its tracks and switches provided that any snow put upon the graded part of the road by the Company shall be evenly spread thereon in a manner to be approved by the County Engineers."

I have gone over considerable correspondence between the engineer of the Town of North Toronto, and the Company dated from the 20th of February to March 10th, and whereas it is very clear that this snow if removed from within the tracks shall be evenly spread upon the graded part of the road, nothing that I find contained in the agreement provides that the snow is to be removed from the roadway. As there has been no snow this year, I am unable to further pass upon this complaint. The Railway Company are amply supplied with an ordinary snow plow and a "Ruggles Rotary" of some 200 horse power capacity and should be able to handle snow without any trouble.

Complaint "C" States—Cars. That the cars used for the local traffic between Glengrove and Toronto are inadequate in size, faulty in construction, and so out of repair as to be unfit for the traffic and dangerous to the public using them.

I find car No. 39 of the closed single truck vestibule type was built by the Pullman Co., of Pullman, Ill., in 1891.

The body is 23 feet long, 33 feet over all, by 6 feet, 5 inches in width, inside finished with cushion seats. The cushions are dirty and need cleaning.

Condition of Cars. The interior of this car is not properly cleaned nor in good shape and the indications are that the roof has leaked.

Steps. The first step is 17 inches high, the next is 14 inches, and from the car platform to car floor is 8½ inches. The step bracket and step on one end is loose and in bad condition, and the outside of this car presents a shabby appearance and is badly in need of varnish and paint both inside and out.

Electric Equipment. This car is equipped with electric heaters and two 38 B. type Westinghouse motors with G. E. controllers. It is mounted on a Bemis truck of 9 feet wheel base, diameter of wheel 33 inches, wheel tread 3½ inches, flange 1½ inches thick by 1¼ inches deep.

Brakes Oscillation. The brakes are hand ratchet brakes. The car in operation seems to have an excessive amount of tetering or end oscillation, which accounts for the bad and ragged condition of the fenders. The fenders are of the 20th Century type. This type of car was one of the best built

cars when first put on the market and shows this by the remarkable way in which the body has held together, at the joints after so many years use. The electric heaters and cushion seats as items of comfort are unusual here, and should be considered as an offset to some of the objectionable features of this car equipment.

The above descriptions of car No. 39 fairly represents all of the other cars namely Nos. 21, 25, 37 and a fifth car (No. 31) of which no mention is made in the application.

Complaint "D", States. "That unjust preference is given to through cars causing unnecessary delay to the local traffic."

Delays to Cars. In this connection I attach order No. 23 of the assistant manager of the Metropolitan Railway, dated May 27, 1907, marked exhibit A., which explains itself and should be operative to prevent unjust preference if either the through or local cars could be kept on a fairly close schedule.

The irregularity of the traffic, however, under the present conditions of single track with only four turnouts, makes it impossible, in my opinion, not to have the interference complained of, and at times a preference given to either local or through cars.

I attach a letter marked exhibit B., which shows a complaint that the local cars interfere with the through traffic.

Re Complaint "A" Recommendations. I find, in my opinion, the Railway Company's efforts, up to the present time, have been fairly successful in keeping traffic off of the space between their rails, switches, and turnouts, and if in the future traffic is to be encouraged or invited to use these spaces, (under clause 30 of the agreement).

Drains. Properly constructed drains preferably of 2-inch oak plank, the removable top of which may rest on iron straps supported on two adjacent ties should be put in where found necessary to drain track and with iron grated openings at end towards centre of street. Tongue switches should be substituted for the split switches now used.

Macadamizing. The whole of the space occupied by the Railway Company's tracks, rails, switches, and turnouts and for 18 inches outside of the outside rails should be macadamized so as to make a hard and permanent road bed or surface even with top of rails. (Complaint "B" is with reference to snow.)

Re Complaint "C" Cars. Large double truck cars should be substituted for the cars now in use, and that same should be equipped with approved fenders.

Fenders. The above recommendations if carried out will be only in the nature of a temporary relief.

Permanent. In my opinion, the only permanent remedy is to double track through North Toronto, putting both tracks in the centre of the street, with a 4 feet, 8½ inch devil strip (from rail to rail) with proper macadamizing throughout.

Double Tracking. It may be pertinent to call your attention to clause 24 of the agreement under which the Railway Company may be called upon after the 15th of this month (December) to double track toward the north as far as the southern boundary of North Toronto, at which time the section between there and the present city limits will be taken into and become part of the City of Toronto. I feel that when this is done, if the double tracking is continued through North Toronto in the centre of the street as above referred to, and large double truck cars replace the present small cars, these complaints will be disposed of.

Earnings. I attach exhibit C. showing the earnings of the Glen Grove division of this railway from August, 1904 to October, 1908, by which it will be seen their receipts have been very small up to this year.

Reports. I also attach exhibit B., being the report of Mr. F. L. Somerville, C.E., acting as engineer for the Town of North Toronto and exhibit E., report of Mr. Oliver, C.E., acting as engineer for the Toronto and York Radial Railway.

Bad Handling of Cars. Handling the car controller, if persisted in by the motorman or driver, as I find being done in some instances on this road, so as to throw the passengers standing, towards the back of the car, should be sufficient reason for his dismissal.

Cattle Guards on Cars. I would also like to point out that the conditions here and elsewhere in Ontario, with suburban cars operating on crowded streets, creates a demand for a fender that can be readily changed to an effective cattle guard when said cars are operating at high speed between towns.

I hand you herewith exhibits:

"A" Order regarding right of way.
"B" Complaint that local cars have preference.
"C" Earnings of railway.
"D" Acting town engineer report.
"E" Acting railway engineer report.
"F" Photographs of track and roadway construction, and
"G" By-laws of the municipal council of the County of York.

I am yours very truly,

J. F. H. Wyse.

Inspection of Overcrowding Cars. Metropolitan Railway via North Toronto.

N.B. memo.—Regarding overcrowding of cars attached.

During rush hours, between 4.15 p.m. and 6.21 p.m., car No. 39 left south terminus at C.P.R. crossing at 4.30 p.m. with a comfortably seated load.

Car No. 21 arrived C.P.R. track.

4.31 p.m. left for North Toronto.

4.33 p.m. all seats occupied, 2 passengers standing inside car body, and 4 on outside of back platform.

No. 39 arrived 4.46 p.m.

No. 29 left for North Toronto 4.47. Inside seating capacity filled. 2 standing on rear platform.

Car No. 21 arrived 5.1½ p.m.

Car No. 21 left 5.2½ p.m.; seating capacity full, 1 standing inside, 5 on back platform.

Car No. 31 arrived 5.08 p.m.

Car No. 31 left 5.10 p.m.; all seats not occupied.

Car No. 39 arrived 5.16½ p.m.

Car No. 39 left 5.17½ p.m.; seating capacity full, 5 on rear platform.

Car No. 25 arrived 5.23½ p.m.

Car No. 25 left 5.25 p.m.; seating capacity (30) full, 4 standing inside, 3 outside.

Car No. 21 arrived 5.32 p.m.

Car No. 21 left 5.34½ p.m.

Car No. 21 left 5.34½ p.m.; seating and standing capacity full, car started with entirely too much of a jerk—too suddenly.

Car No. 31 arrived 5.42 p.m.

Car No. 31 left 5.43 p.m.; seating and standing capacity taken up. Seating capacity 30.

Car No. 39 arrived 5.50½ p.m.

Car No. 39 left 5.25 p.m.; seating capacity full, 4 standing inside, 2 on car platform, car started with a bad jerk, throwing the passengers backwards.

Car No. 25 arrived 6.0½ p.m.

Car No. 25 left 6.2 p.m.; seating capacity full, standing room inside, and rear platform all taken.

Car No. 21 arrived 6.12 p.m.

Car No. 21 left 6.14 p.m.; seating capacity taken and a few standing, current turned on controller too quickly in starting.

Cars Nos. 21, 25, 31, 39 in service up to the present time.

Car No. 31 arrived 6.19½ p.m.

Car No. 31 left 6.21 p.m.; all seats taken, and nearly all standing room, start shows axle gears badly worn and loose; also controller turned on too quickly.

PROCEDURE FILE No. 329.

In the matter of the application of the Town of Napanee for validation of its By-law No. 770 (as amended *re* coupons by By-law 783) $10,000 for completion and extension of its electric light plant.

June 29. Application made and material filed, considered and approved.

June 29. Order made validating By-laws and debentures and same certified accordingly.

ORDER.

Upon the application of the corporation of the Town of Napanee and upon reading By-law No. 770 of the said town, authorizing the issue of debentures to the amount of $10,000 to provide for the cost of completing and extending the municipal electric light plant of the said corporation and By-law No. 783 of the said town providing for such debentures being issued with coupons instead of in amounts of combined principal and interest and upon reading the statutory declaration of William A. Grange, clerk of the said town, filed.

It is ordered and certified, pursuant to the provisions of the Ontario Municipal Securities Act, 1908, that the said By-law No. 770, as amended by the said By-law No. 783, is approved and is valid and binding and that its validity is not open to be questioned in any court on any ground whatever and that the debentures issued under the authority of and in accordance with the said by-laws are also approved and that the said by-laws and debentures be certified accordingly.

(L.S.) (Signed) JAMES LEITCH,

Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 330.

In the matter of the application of the City of Chatham for approval and validation of its By-laws No. 169 and amending (interest increase) By-law No. 251 ($20,000 to assist Plumbers' Brass Goods Factory).

June 29. Application and material filed.
July 9. Further material filed as directed, application approved.
July 9. Orders (2) made and By-laws certified accordingly.

ORDER.

Upon the application of the above named corporation and upon reading the notice of application, filed by O. L. Lewis, Solicitor for the Applicants, and the affidavits of Thomas Scullard, Mayor; William Gilbert Merritt, Clerk, Robert Gibb Fleming, Treasurer, and William H. Benson, Alderman, of the said City, and the certified copy of each of the said By-laws numbered 169 and 251, filed.

The Board orders that the said By-law numbered 251 of the Municipal Corporation of the City of Chatham, be and the same is hereby approved, under and in pursuance of Section 388 B of "The Consolidated Municipal Act, 1903," (4 Edward VII, Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

ORDER.

Upon the application of the Municipal Corporation of the City of Chatham, and upon reading By-law numbered 169 authorizing the issue of debentures to the amount of $20,000 for the promotion of a factory for the manufacture of plumbers' brass goods, and upon reading By-law numbered 251 of the said Corporation to amend said By-law numbered 169 by raising the rate of interest on the debentures therein mentioned from four and one-half per centum per annum to five per centum per annum, and upon reading the notice of application filed by O. L. Lewis, Solicitor for the Applicants, and the certified copies of the said By-laws numbered 169 and 251, and the affidavits (with the exhibits thereto) of Thomas Scullard, Mayor, William Gilbert Merritt, Clerk, Robert Gibb Fleming, Treasurer, and William Herman Benson, Alderman of the said City, filed, and no one opposing this application.

It is ordered, pursuant to the provisions of the Ontario Municipal Securities Act, 1908, that a certificate be granted approving the said By-laws numbers 169 and 251, of the Municipal Council of the Corporation of the City of Chatham, and declaring the same valid and binding and that their validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-laws are also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 331.

In the matter of the application of the City of Chatham for approval and validation of its By-law No. 815 and amending (interest increase) By-law No. 250, ($50,000 loan to Chatham, Wallaceburg and Lake Erie Railway Company).

June 29. Application and material filed.
July 9. Further material filed as directed, application approved.
July 9. Orders (2) made and By-laws certified accordingly.

ORDER.

Upon the application of the above named corporation and upon reading the notice of application, filed by O. L. Lewis, Solicitor for the Applicants, and the affidavits of Thomas Scullard, Mayor; William Gilbert Merritt, Clerk, Robert Gibb Fleming, Treasurer, and William H. Bensen, Alderman, of the said City, and the certified copy of each of the said By-laws numbered 815 and 250, filed.

The Board orders that the said By-law numbered 250 of the Municipal Corporation of the City of Chatham, be and the same is hereby approved, under and in pursuance of Section 388*b* of "The Consolidated Municipal Act, 1903," (4 Edward VII, Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

ORDER.

Upon the application of the Municipal Corporation of the City of Chatham, and upon reading By-law numbered 815 authorizing the issue of debentures to the amount of $50,000 for a loan to the Chatham, Wallaceburg and Lake Erie Railway Company, and upon reading By-law numbered 250 of the said Corporation to amend the said By-law numbered 815 by increasing the rate of interest on the debentures therein mentioned from four per centum per annum to five per centum per annum, and upon reading the application of the said Corporation, filed by C. L. Lewis, Solicitor for the Applicants, and the certified copies of the said By-laws numbered 815 and 250, and the affidavits (with the exhibits thereto) of Thomas Scullard, Mayor, William Gilbert Merritt, Clerk, Robert Gibb Fleming, Treasurer, and William Herman Bensen, Alderman, of the said City, filed, and no one opposing this application.

It is ordered, pursuant to the provisions of the Ontario Municipal Securities Act, 1908, that a certificate be granted approving the said By-laws, numbers 815 and 250, of the Municipal Council of the Corporation of the City of Chatham, and declaring the same valid and binding and that their validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-laws are also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 332.

Between the Corporation of the Village of Port Stanley, Applicants, and the South Western Traction Company, Respondents.

June 30. Application filed.

September 4. Appointment issued on application of Applicants for hearing at St. Thomas on Tuesday, September 15, at 2.30 p.m.

September 11. Respondent's demand for particulars filed.

September 15. Hearing at 2.30 p.m. at Court House, St. Thomas, pursuant to appointment.

September 16. View of Port Stanley by Board.

September 16. 2.30 p.m. hearing continued and interim directions given by Board, S. W. T. Co. to have right to bring matter up again at Port Stanley's Engineer, Mr. Bell, unreasonably refuse certificate.

September 28. Application for further directions filed by Respondents.

October 26. Wednesday, November 11 at 2.30 p.m., at Board's offices fixed for return of notice of Respondents proposed motion (for further directions, etc.)

November 11. 2.30 p.m. Return of motion to fix hearing, application for further directions, in presence of both parties. Hearing fixed for Friday, November 27, at 2.30 p.m. at Board's offices.

November 27. 2.30 p.m. hearing of Company's application for reversal of Respondent's Engineer's direction to fill in between tracks and 18 inches outside (where tracks not on travelled roadway) Company's application dismissed, Engineer's directions as to this to be complied with within 10 days.

MEMO.

Port Stanley vs. South-Western Traction Company.

On the 16th of September, the Board ordered the South-Western Traction Company to do certain work on their line within the Corporation of the Village of Port Stanley. The Company carried out a portion of this Order and made a fresh application to the Board asking to be relieved of certain work ordered by the Municipal Engineer, Mr. Bell. The Board on November 27th, heard this second application and gave the Company to the 10th of December, 1908, to complete the work as ordered by the Municipal Engineer.

I proceeded to Port Stanley on the 28th of December and inspected the work on the 29th.

The grading appears to be well done and the entrance to the Concession line, which divides the Municipality of Yarmouth from Port Stanley appears to be properly graded and satisfactory. The stone walk on the Main Street of Port Stanley has not been changed and it appears there is some agreement between the two parties as to this crossing, which allows it to stand as it is for the present. The tracks of the Company have been extended to what is known as "The Brown Fish House," and very well graded up on the bank of the Lake the entire length. The Municipality of Port Stanley should make the road bed and the highway complete, and fill up that portion of the highway which is outside of the 18 inches required to be filled by the Company, and which were filled and graded by them.

Dated, December 29, 1908.

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman.

PROCEDURE FILE NO. 333.

Between the Northern Sulphite Mills of Canada, Limited, and E. R. C. Clarkson, Receiver therefor, Applicant and the Town of Sturgeon Falls, Respondent.

July 6. Notice of assessment appeal received Town Clerk of Sturgeon Falls.

July 8. Notice of assessment appeal and application to Board filed by Appellant's Solicitors.

PROCEDURE FILE NO. 334.

Between the Toronto Railway Company, Applicant, and the Corporation of the City of Toronto, Respondent. (Assessment Appeal, 1909).

July 4. Letter from R. J. Fleming, General Manager of Company, advising of appeal.

July 6. Notice of appeal filed.

Further appeal proceeding notes under P. F. 365.

NOTICE OF APPLICATION.

1. The Applicant is a street railway company carrying on business in the City of Toronto.

2. The Respondent is the municipal Corporation of the City of Toronto.

3. The Applicant appeals for over-assessment and otherwise to the Ontario Railway and Municipal Board under section 76 of the Assessment Act and section 51, of the Ontario Railway and Municipal Board Act, from the decision of the Court of Revision for the said City given on the third day of July, 1908, confirming the assessment levied by the Respondent on the storage plant of the Applicant at the north-east corner of Front and Frederick Streets in the said City, for the year 1909, under assessment number 17,182, the appeal being with regard to the plant and business assessment.

4. This application will be heard by the Board after ten days from the service hereof, at such time and place and in such manner as the Board may direct.

5. This notice is given by McCarthy, Osler, Hoskin & Harcourt, of the City of Toronto, in the County of York, Solicitors for the Applicant.

Dated this 3rd day of July, 1908.

McCARTHY, OSLER, HOSKIN & HARCOURT,
Solicitors for Applicant.

To W. C. CHISHOLM, ESQ.,
Solicitor for Respondent.

PROCEDURE FILE No. 335.

Between the Imperial Paper Mills of Canada, Ltd., and E. R. C. Clarkson, Receiver therefor, Applicants, and the Town of Sturgeon Falls, Respondents. (Assessment Appeal).

July 6. Notice of Assessment Appeal received from Town Clerk of Sturgeon Falls.

July 8. Notice of Assessment Appeal and application to Board filed by Appellant's Solicitors.

PROCEDURE FILE No. 336.

In the matter of the application of the Village of Merritton for Validation of By-law No. 220 to issue debentures for $10,000 for purchase and improvement of the Merritton Electric Light Company's plant.

July 8. Preliminary correspondence to date.

July 14. Application and material filed, considered and approved.

July 14. Order made accordingly and By-law certified.

ORDER.

Upon the application of the Municipal Corporation of the Village of Merritton, and upon reading By-law numbered 220 to authorize the issue of debentures to the amount of $10,000 for the purpose of purchasing and im-

proving the Merritton Electric Light Company's Plant, and upon reading the affidavits (with the exhibits thereto) of Bertha Marshall, Elijah Phelps, Reeve, Richard Clark, Clerk, and George B. Wilson, Treasurer, of the said Village, filed, and on one opposing this application,

It is ordered, pursuant to the provisions of the Ontario Municipal Securities Act, 1908, that a certificate be granted approving the said By-law number 220, of the Municipal Corporation of the Village of Merritton, and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-law are also approved and that the same be certified as provided by the said Act.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 337.

Re Tariffs of Huntsville and Lake of Bays Railway Company.
July 2. Freight Tariff filed for approval, letter for Passenger Tariff.

Procedure File No. 338.

In the matter of application of the Town of Galt for Validation of By-laws Nos. 902 and 903 for the issue of debentures to amount of $7,000 to pay for the completion of Sewage Disposal Works.

July 10. Application and material filed and considered. Application granted.

July 10. Order made and By-laws certified accordingly.

Order.

Upon the application of the Municipal Corporation of the Town of Galt, and upon reading By-law numbered 902 authorizing the issue of debentures to the amount of $7,000 to complete the septic tanks and disposal works, and upon reading the said Corporation's By-law numbered 903 to amend the said By-law numbered 902 providing as therein set forth, and upon reading the application of the said Corporation, filed by J. Bell Dalzell, Solicitor for the Applicants, the affidavits of Thomas Patterson, Mayor, and Joseph McCartney, Town Clerk, of the said Town, and the exhibits thereto, and the certified copies of each of the said By-laws numbered 902 and 903, filed, and no one opposing this application,

It is ordered, pursuant to the provisions of the Ontario Municipal Securities Act, 1908, that a certificate be granted approving the said By-laws, numbers 902 and 903, of the Municipal Council of the Corporation of the Town of Galt, and declaring the same valid and binding and that their validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-laws are also approved and that the same be certified, as provided by the said Act.

(L.S.) (Sgd.) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 339.

In the matter of the application of the City of Guelph for approval of By-law No. 668 for the issue of debentures to the amount of $6,400 for rebuilding the Eramosa Bridge.

July 10. Application and material filed. Applicant's Solicitor heard and application approved.

July 10. Order made accordingly.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application, filed by Donald Guthrie, Esquire, K.C. Council, for the Applicants, the certified copy of said By-law Number 668, and the affidavits of John Newstead, Mayor, and Thomas James Moore, Clerk, of the said City, and upon hearing what was alleged by Counsel for the Applicants,

The Board orders that the said By-law No. 668, of the Municipal Corporation of the City of Guelph, intituled, " The Corporation of the City of Guelph. By-law No. 668. A By-law to provide for the issue of Debentures to the amount of $6,400.00 to pay for rebuilding the Eramosa Bridge in Guelph," be and the same is hereby approved under and in pursuance of section 388a of "The Consolidated Municipal Act, 1903."

(L.S.) (Signed) JAMES LEITCH,

Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 340.

In the matter of the application of the City of Guelph for approval of Guelph Interest Increase By-law No. 670. (Increasing from 4% to 5% the rate of interest on Debentures issued under By-law No. 566. Amount of Debentures $12,075.29.)

July 10. Application and material filed. Applicant's Solicitor heard and application granted.

July 10. Order made accordingly.

ORDER.

Upon the application of the above named Corporation, and upon reading the notice of application, filed by Donald Guthrie, Esquire, K.C., Counsel for the Applicants, the certified copy of each of the said By-laws numbered 566 and 670, and the affidavits of John Newstead, Mayor, and Thomas James Moore, Clerk of the said City, filed, and upon hearing what was alleged by the said Counsel,

The Board orders that the said By-law Number 670 of the Municipal Corporation of the City of Guelph, intituled "The Corporation of the City of Guelph. By-law No. 670. A By-law to amend By-law No. 566 of the City of Guelph," be and the same is hereby approved under and in pursuance of section 388b of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, section 11 (Ontario)).

(L.S.) (Signed) JAMES LEITCH,

Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 341.

In the matter of the application of the Town of Oakville for approval of By-law No. 371, increasing from 4½% to 5% the rate of interest on Debentures mentioned in said Town's By-law No. 342.

July 14. Application and material filed, considered and approved.

July 14. Order made accordingly.

ORDER.

Upon the application of the above named Corporation, and upon reading the notice of application, filed by W. A. Chisholm, Esquire, Solicitor for the Applicant, the affidavit of Charles A. Bradbury, Town Clerk, and the affidavits corroborating same, and the certified copy of each of the said By-laws numbered 342 and 371, filed.

The Board orders that the said By-law Number 371 of the Municipal Corporation of the Town of Oakville, be and the same is hereby approved, under and in pursuance of section 388b of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 342.

In the matter of the application of the Town of Oakville for approval of By-law No. 372, increasing from 4½% to 5% the rate of interest on debentures mentioned in said Town's By-law No. 343.

July 14. Application and material filed, considered and approved.

July 14. Order made accordingly.

ORDER.

Upon the application of the above named Corporation, and upon reading the notice of application, filed by W. A. Chisholm, Esquire, Solicitor for the Applicant, the affidavit of Charles A. Bradbury, Town Clerk, and the affidavits corroborating same, and the certified copy of each of the said By-laws numbered 343 and 372, filed,

The Board orders that the said By-law number 372 of the Municipal Corporation of the Town of Oakville, be and the same is hereby approved under and in pursuance of Section 388b of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 343.

In the matter of the application of the Town of Oakville for approval of By-law No. 373 to increase from 4½% to 5% the rate of interest on Debentures issued under said Town's By-law No. 353.

July 14. Application and material filed, considered and approved.

July 14. Order made accordingly.

ORDER.

Upon the application of the above named Corporation, and upon reading the notice of application, filed by W. A. Chisholm, Esquire, Solicitor

for the Applicant, the affidavit of Charles A. Bradbury, Town Clerk, and the affidavits corroborating same, and the certified copy of each of the said By-laws numbered 353 and 373, filed,

The Board orders that the said By-law Number 373 of the Municipal Corporation of the Town of Oakville, be and the same is hereby approved, under and in pursuance of Section 388b of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 344.

In the matter of the application of the Town of Oakville for approval of By-law No. 374 to increase from 4½% to 5% the rate of interest on Debentures issued under said Town's By-law No. 367.

July 14. Application and material filed, considered and approved.
July 14. Order made accordingly.

Order.

Upon the application of the above named Corporation, and upon reading the notice of application, filed by W. A. Chisholm, Esquire, Solicitor for the Applicant, the affidavit of Charles A. Bradbury, Town Clerk, and the affidavits corroborating same, and the certified copy of each of the said By-laws numbered 367 and 374, filed,

The Board orders that the said By-law Number 374 of the Municipal Corporation of the Town of Oakville, be and the same is hereby approved, under and in pursuance of Section 388b of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 345.

In the matter of the application of the Town of Oakville for approval of By-law No. 375 to increase from 4½% to 5% the rate of interest on the Debentures issued under the said Town's By-law No. 368.

July 14. Application and material filed, considered and approved.
July 14. Order made accordingly.

Order.

Upon reading the application of the above named Corporation, and upon reading the notice of application, filed by W. A. Chisholm, Esquire, Solicitor for the Applicant, the affidavit of Charles A. Bradbury, Town Clerk, and the affidavits corroborating same, and the certified copy of each of the said By-laws numbered 368 and 375, filed,

The Board orders that the said By-law Number 375 of the Municipal Corporation of the Town of Oakville, be and the same is hereby approved, under and in pursuance of Section 388b of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 346.

In the matter of the application of the Town of Oakville for Validation under 8 Edw. VII., Cap. 51 of its By-law No. 342 as amended by By-law 371 (interest increase) for Debenture issue $40,000 for Waterworks construction.

July 16. Application filed.
July 18. Application and material considered and approved.
July 18. Order made accordingly.

ORDER.

Upon the application of the Municipal Corporation of the Town of Oakville, and upon reading By-law numbered 342 of the said Town and By-law numbered 371 to amend the same as therein set forth, and upon reading the notice of application filed by W. A. Chisholm, Esquire, Solicitor for the Applicants, and the affidavits (with the exhibits thereto) of Charles A. Bradbury, Clerk, and James C. Ford, Reeve, of the said Town, filed, and no noe opposing this application,

It is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving each of the said By-laws of the Corporation of the Town of Oakville and declaring the same valid and binding and that their validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-laws are also approved and that the same be certified as provided by the said Act.

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 347.

In the matter of the application of the Town of Oakville for Validation under 8 Edw. VII., Cap. 51 of its By-law No. 343 and amending (interest increase) By-law No. 372, and the Debentures thereunder, $10,000 for construction of Electric Light System.

July 16. Application filed.
July 18. Application and material considered and approved.
July 18. Order made accordingly.

ORDER.

Upon the application of the Municipal Corporation of the Town of Oakville, and upon reading By-law numbered 343 of the said town and By-law numbered 372 to amend the same as therein set forth, and upon reading the notice of application filed by W. A. Chisholm, Esquire, Solicitor for the Applicants, and the affidavits (with the exhibits thereto) of Charles A. Bradbury, Clerk, and James C. Ford, Reeve, of the said town, filed, and no one opposing this application,

It is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving each of the said By-laws of the Corporation of the Town of Oakville and declaring the same valid and binding and that their validity is not open to question in any

Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-laws are also approved and that the same be certified as provided by the said Act.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 348.

In the matter of the application of the Town of Oakville for Validation under 8 Edw. VII. Cap. 51 of its By-law No. 353 and amending (interest increase) By-law No. 373 and the Debentures thereunder, $15,000 for High School.

July 16. Application filed.
July 18. Application and material considered and approved.
July 18. Order made accordingly.

Order.

Upon the application of the Municipal Corporation of the Town of Oakville, and upon reading By-law numbered 353 of the said town and By-law numbered 373 to amend the same as therein set forth, and upon reading the notice of application filed by W. A. Chisholm, Esquire, Solicitor for the Applicants, and the affidavits (with the exhibits thereto) of Charles A. Bradbury, Clerk, and James C. Ford, Reeve, of the said town, filed, and no one opposing this application,

It is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving each of the said By-laws of the Corporation of the Town of Oakville and declaring the same valid and binding and that their validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-laws are also approved and that the same be certified as provided by the said Act.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 349.

In the matter of the application of the Town of Oakville for Validation under 8 Edw. VII., Cap. 51 of By-law No. 367 and amending By-law No. 374 and the Debentures thereunder, $6,000 High School site and building.

July 16. Application filed.
July 18. Application and material considered and approved.
July 18. Order made accordingly.

Order.

Upon the application of the Municipal Corporation of the Town of Oakville, and upon reading By-law numbered 367 of the said town and By-law numbered 374 to amend the same as therein set forth, and upon reading the notice of application filed by W. A. Chisholm, Esquire, Solicitor for the applicants, and the affidavits (with the exhibits thereto) of Charles A. Bradbury, Clerk, and James C. Ford, Reeve, of the said town, filed and no one opposing this application,

It is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving each of the said By-laws of the Corporation of the Town of Oakville and declaring the same valid and binding and that their validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-laws are also approved and that the same be certified as provided by the said Act.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 350.

In the matter of the application of the Town of Oakville for Validation under 8 Edw. VII. Cap. 51 of By-law No. 368 and amending (interest increase) By-law No. 375 and the Debentures thereunder, $5,000 to purchase Public School site.

July 16. Application filed.

July 18. Application and material considered and approved.

July 18. Order made accordingly.

Order.

Upon the application of the Municipal Corporation of the Town of Oakville, and upon reading By-law numbered 368 of the said town and By-law numbered 375 to amend the same as therein set forth, and upon reading the notice of application filed by W. A. Chisholm, Esquire, Solicitor for the Applicants, and the affidavits (with the exhibits thereto) of Charles A. Bradbury, Clerk, and James C. Rord, Reeve, of the said town, filed, and no one opposing this application,

It is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving each of the said By-laws of the Corporation of the Town of Oakville and declaring the same valid and binding and that their validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-laws are also approved, and that the same be certified as provided by the said Act.

(L.S.) (Signed) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 351.

In the matter of the annexation of East Toronto to Toronto.

July 17. Resolution of Toronto City Council dated 14th July, 1908, filed.

July 21. Copy By-law No. 157 of East Toronto re anexation received from City Solicitor, Toronto.

September 29. Hearing pursuant to appointment, order to go for anexation.

September 29. Order made accordingly.

Order.

Upon reading the By-law of the Town of East Toronto passed on the 28th day of January, 1907, and the Resolution passed by the Council of the City of Toronto on the 14th day of July, 1908; upon hearing the evidence of

W. H. Clay, Clerk of the said town, and what was alleged by counsel on behalf of the Corporation of the City of Toronto, and no one appearing and objecting hereto,

The Board orders and proclaims that the Town of East Toronto be and the same is hereby annexed to the City of Toronto, the said annexation to take effect on the 15th day of December, 1908, upon and subject to the following terms and conditions, namely:—

(*a*) That any sewerage system adopted by the City shall be constructed so as not to injure the property along the Lake shore, or any property in Town.

(*b*) That the Local Improvement Debenture debt for water mains and construction, and the general debenture debt of the Town of East Toronto be assumed by and become part of the general debt of the City of Toronto; otherwise the local improvement system to be dealt with in the same way as in the City of Toronto.

(*c*) That as soon as practicable after annexation the City shall seek to have the Toronto Street Railway service extended to the northerly part of the Town, as part of the Toronto Railway System, at single fares.

(*d*) That the City of Toronto establish a sewerage system in the Town of East Toronto when petitioned for.

(*e*) That the present scavenger system of the Town of East Toronto be continued and extended and otherwise dealt with, as the Medical Health Officer of the City of Toronto considers advisable.

(*f*) That provisions be made by the City for maintaining the present electric light and waterworks systems until adequate substitution therefor is made.

(*g*) That the City take into its employ the present town officials and employees.

(*h*) That Ward 1 of the Town of East Toronto shall be made and set aside as a residential district free from factories and hotels.

The said Town when so annexed shall be added to Ward No. 1 of the said City

The said City of Toronto may at any time in the year 1909, prior to the passing of a by-law striking the rate of taxation for the said year, assess (subject to the rights of appeal provided by the Assessment Act) the lands included in the territory hereby annexed, and the owners and occupants thereof, for the year 1909, as though the same had been made in the year 1908, and the assessment so made shall be the assessment on which the taxes in the said territory for 1909 shall be collected.

(L. S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 352.

In the matter of the application for annexation of part of the Township of York (between Toronto and East Toronto) to Toronto.

July 17. Copy or Resolution of Toronto City Council dated 14th inst., filed.

September 30. Appointment for hearing, Thursday, Oct. 8th, 2.30 p.m., at Board's Chambers.

October 1. Petition for annexation filed (6 sections).

October 6. Further petition for annexation filed (in 2 sections).

October 8. Further petition for annexation filed (in 4 sections).

October 8. Declaration of publication of notice of hearing by Petitioners.

October 8. Petition against annexation (1 signatory) filed.

October 8. Hearing pursuant to appointment, adjourned for view on 4th November and further hearing on 6th November at 2.30 p.m.

Petitions meanwhile to be scrutinized (before Secretary of Board, if necessary).

October 28. Scrutiny of petitions commenced before Secretary of Board at office of Clerk of Township of York.

October 29. Scrutiny continued, adjourned pending preparation of list of ratepayers entitled to sign petitions.

November 5. Scrutiny of petitions pursuant to appointment 1.30 to 8.45 p.m.

November 6. Scrutiny of petitions continued 11 a.m. to 1.15 p.m.

November 6. 2.30 p.m., hearing. Order for annexation refused, petition therefor being insufficiently signed.

Judgment.

Chairman,—You commenced your annexation proceedings with 1,281 names on the last revised assessment roll in the area to be annexed. There is no doubt about that. We will not mind about the duplicates or the non-residents at this stage. Now to get half you would have to have 641 or 642 names on your petition; and you have only got 599. So you appear with a roll with 1,281 names on, and you have a petition with 599 names, leaving out the question of the ruling of November 3rd, which we do not propose to go back on, you had before you the ruling of the 7th of May, 1908, in which we consider the question of ratepayer. This difficulty met us at the very commencement of annexation proceedings, and we had to determine who a ratepayer was as a basis. (Reads ruling). Now there is the last revised assessment roll. The owners on it will be presumed to be the ratepayers. Now you had that before you, and you come to us with an assessment roll with 1,281 names on it, and you appear with a petition with 599 names. Your petition has not been sufficiently signed according to the last revised assessment roll. Now that doesn't touch the question of the ruling of November 3rd at all, which we propose to let stand. It is plain that they have got to be on the last revised assessment roll. So without invoking the ruling of November 3rd, your petition has not been sufficiently signed.

Procedure File No. 353.

Re annexation to Toronto of part of the Township of York in the Avenue Road District.

July 17. Resolution, dated 14th inst., of Toronto City Council filed.

July 31. Petition of ratepayers filed.

September 14. Hearing, pursuant to appointment and advertised notice.

September 14. Order made for annexation as applied for.

Order.

Upon the application of the said applicants made on the 14th day of September, 1908, and upon reading the resolution of the Council of the Corporation of the City of Toronto passed on the 11th day of July 1908, the petition of the said applicants and upon hearing the evidence of Lawrence Hayden Baldwin and what was alleged by Counsel on behalf of the applicants, the

Corporation of the City of Toronto, and the Corporation of the Township of York, the Board orders and proclaims that the lands and premises in the Township of York mentioned in the said petition, and being described as, Commencing at point one hundred and thirty feet north of the northerly limit of Lonsdale Avenue in the Upper Canada College Grounds, and on the limits between lots 22 and 23 in the Third Concession from the Bay in the said Township of York, and being at an angle in the present limits of the City of Toronto; thence westerly on a line drawn parallel to Lonsdale Avenue and produced until the same intersects the limits between township lots 23 and 24 in the said Third Concession from the Bay; thence southerly following the westerly limit of said lot 23 and the same produced to the centre line of St. Clair Avenue, and thence to the angle in the present limits of the City of Toronto on St. Clair Avenue and approximate thereto; thence easterly along St. Clair Avenue following the present limits of the City to a point opposite the western limit of lot 20; on plan 280, E., registered in the Registry Office for the City of Toronto; thence northerly, easterly and northerly, following the present limits of the City to the point of commencement; be and the same are hereby annexed to the City of Toronto; the said annexation to take effect on the 15th day of December, A.D. 1908, upon and subject to the following terms and conditions, namely:—

1. The said lands shall be added to Ward Number 4.

2. That the taxes and rates imposed for the year 1908 or any prior year, upon any of the lands included in the territory hereby annexed which shall not have been collected before the first day of January, 1909, shall be collected by and belong to the Township of York and all right to collect the same, including distress, for non-payment, or, if necessary, the sale of the said lands, or any of them, shall remain in the said Township as though this order had not been made and all adjustments between the City of Toronto and the Township of York shall be made as of the first day of January 1909.

3. The said City of Toronto may at at any time in the year 1909 prior to the passing of a By-law striking the rate of taxation for the said year assess (subject to the rights of appeal provided by the Assessment Act) the lands included in the territory hereby annexed, and the owners and occupants thereof for the year 1909 as though the same had been made in the year 1908, and the assessment so made shall be the assessment on which the taxes in the said territory for 1909 shall be collected.

(L. S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 354.

In the matter of the application of tse Town of Hawkesbury for Validation of its By-law No. 126 ($6,000 to macadamize Main Street) and the debentures thereunder, and to cure irregularities in connection with said By-law.

July 23. Preliminary correspondence.

Procedure File No. 355.

In the matter of the application of the Town of Blenheim for Validation of its By-law No. 388, authorizing debenture issue $3,695.02 for artificial stone sidewalks and crossings, and for validation of the debentures under said By-law and for the cure of irregularities under said By-law.

July 24. Preliminary correspondence.
September 1. Application and material filed.
September 2. Application and material considered by Board, application refused as By-law "ultra vires" and incurable except by legislation.

PROCEDURE FILE No. 356.

In the matter of application of the Town of Wingham for approval of its By-law No. 576-1908, for the issue of debentures to the amount of $7,000 for extensions to the Electric Light Plant.
July 30. Application and material filed.
July 31. Application and material considered and approved.
July 31. Order made accordingly.

ORDER.

Upon the application of the above named Corporation and upon reading and notice of application filed by the applicants, the statutory declarations of William Holmes, Mayor, and Johnson B. Ferguson, Clerk and Treasurer, of the said Town, the Statutory declarations of William James Wyles, Superintendent, and Joseph E. Bradwin, Engineer, of the said Town, and the certified copy of the said By-law numbered 576—1908, and of Schedule A thereto, and the statement showing the expected annual savings through proposed improvements, filed.

The Board orders that the said By-law numbered 576—1908 of the Municipal Corporation of the Town of Wingham, intitled "By-law Number 576—1908. A By-law to authorize the issue of debentures to the amount of $7,000, for the purpose of improving and extending the Electric Light and Power System of the said Town," be and the same is hereby approved.

(L.S.) (Sgd.) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 357.

In the matter of the application of the Township of West Zorra for approval of By-law No. 12 to increase from 4 per cent. to 5 per cent. the rate of interest on the debentures ($15,000) issued under By-law No. 8—1906.
July 30. Application and material filed.
July 31. Application and material considered and approved.
July 31. Order made accordingly.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by the Applicants, the affidavits of Charles Sutherland, Reeve, and Ebenezer L. Sutherland, Clerk and Treasurer, of the said Corporation, and the certified copies of the said By-laws numbered 8 for 1906 and Twelve, filed.

The Board orders that the said By-law Number Twelve of the Municipal Corporation of the Township of West Zorra, intituled "The Corporation of the Township of West Zorra. "By-law number Twelve. A By-law to amend By-law number 8 for 1906, of the said Township of West Zorra,"

be and the same is hereby approved under and in pursuance of Section 388b of "The Consolidated Municipal Act, 1903," (4 Edward VII., Chapter 22. Section 11 (Ontario)).

(L.S.) (Sgd.) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 358.

In the matter of the application of the Town of Niagara for approval of its By-law No. 565 for debenture issue $4,000 and interest for Electric Light Extensions.

July 30. Application and material filed.

July 31. Application and material considered and approved.

July 31. Order made accordingly.

Order.

Upon the application of the above named Corporation and upon reading the notice of application, filed by Alexander Fraser, Esquire, Solicitor for the applicants, the statutory declarations of John de Wolf Randall, Mayor, Joseph Burns, Clerk, J. H. Burns, Treasurer, and La Forest George Robinson, Engineer, of the said Town, the report of the said Engineer and the said By-law number 565, filed.

The Board orders that the said By-law numbered 565 of the Municipal Corporation of the Town of Niagara, intituled "By-law No. 565. A By-law to authorize the extension and improvement of the electric light plant of the Town of Niagara and to provide for the issue of debentures of the said Town to the amount of $4,000.00 and to raise the sum required therefor," be and the same is hereby approved.

(L.S.) (Sgd.) A. B. Ingram,
Vice-Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 359.

In the matter of application of the Town of Lindsay for approval of By-law No. 1,150 for $10,000 debenture issue to extend the waterworks system.

August 28. Application and material filed, considered and approved, and order made accordingly.

Order.

Upon the application of the above named Corporation and upon reading notice of application, filed by Messrs. McLaughlin, Peel & Fulton, Solicitors for the applicants, the affidavits of James B. Begg, Mayor, John Dundas Flavelle, Chairman of the Board of Water Commissioners, Frederick Knowlson, Clerk, William Henry Hammond, Supt. of the Waterworks, Duncan Ray, Secretary-Treasurer of the Board of Water Commissioners, and Davod Eagleson, Alditor for the Board of Water Commissioners, and the memo of the Agreement, dated 29th July A.D. 1908, made between James H. Bridge of Philadelphia, Engineer, and the Board of Water Commissioners for the Town of Lindsay and the certified copy of the said By-law No. 1,150, filed.

The Board orders that the said By-law numbered 1,150 of the Municipal Corporation of the Town of Lindsay, intituled "By-law No. 1,150. A By-law to authorize the issue of debentures to the extent of $10,000 to extend and improve the Waterworks System," be and the same is hereby approved.

(L.S.)

(Sgd.) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 360.

In the matter of the application of the Town of Smith's Falls for Validation of its By-law No. 794, $6,247.67 to pay the Floating Debt.

September 1. Preliminary correspondence to date.

September 19. Application and material filed as directed.

September 19. Application and material considered and notice given to Applicants that, (Debentures being for 30 years instead of 20 years and therefore contrary to ss. 4 sec. 386 of the Consolidated Municipal Act, 1903) the By-law could only be made valid by Act of Legislature.

Procedure File No. 361.

In the matter of the application of the Town of Latchford, for validation of its By-law 41, authorizing the issue of $4,000 debentures to pay for cost of the system of Fire Protection.

September 1. Application and material filed, considered and approved. Order made accordingly.

Order.

Upon the application of the counsel for the above named corporation, and upon reading the Notice of Application, a copy of the said By-law, the affidavits of Archibald King, Chairman of The Fire and Light Committee, of the Municipal Council of the said Corporation, of Hugh A. McNeil, Town Treasurer and of James Patrick MacGregor, Town Solicitor and Clerk, and the exhibits therein referred to filed.

The Board orders that the said By-law of the Municipal Corporation, of the Town of Latchford, entitled "By-law number 41," a By-law to authorize the issue of debentures to the amount of $4,000.00 for fire protection purposes finally passed at a meeting of the Municipal Council, of the said Corporation, held on the 16th day of July, 1908, be and the same is hereby approved, and it is ordered pursuant to the provisions of "The Ontario Municipal Securities Act, 1908" that a certificate be granted approving the said By-law of the Corporation of the Town of Latchford and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-law is also approved and that the same be certified as provided by the said Act.

(L.S.)

(Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 362.

Between the Town of Sandwick, Applicant, and the Sandwich, Windsor and Amherstburg Railway Company, Respondent.

August 15. Application filed.

PROCEDURE FILE No. 363.

In the matter of the application of the Town of Massey for approval of interest increase By-law No. 75, 1908, amending former interest increase By-law 63, and increasing to 6 per cent. the rate of interest on debentures issued under By-law No. 37, 1906, ($10,000).

August 28. Application and material filed, considered and approved.

August 28. Order made accordingly.

ORDER.

Upon the application of the above named corporation and upon reading the notice of application filed by H. F. Williams, Esquire, Solicitor for the Applicants, the certified copy of each of the said two By-laws, and the affidavits of Joseph Errington, Mayor, and Robert Wright, Clerk, of the said Town, filed.

The Board orders that the said By-law No. 75, 1908, of the said Municipal corporation of the Town of Massey, intituled, "By-law No. 75, 1908, of the Municipal Council of the Corporation of the Town of Massey. A By-law to amend By-law No. 37, 1906. Passed the 14th day of August, 1906," be and the same is hereby approved under and in pursuance of section 388 (*b*) of "The Consolidated Municipal Act, 1903" (4 Edward VII, Chapter 22, Section 11, (Ontario)).

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 364.

In the matter of the application of the Town of Bracebridge for validation of its By-law No. 238 for the issue of local improvement debentures to the amount of $4,569.82 to defray the ratepayers' share of the cost of sidewalk construction.

Sept 2. Preliminary correspondence to date.

September 24. Application and material filed, considered and approved.

September 24. Order made accordingly.

ORDER.

Upon the application of the said corporation and upon reading the affidavits of Samuel H. Armstrong, Mayor, and Alexander C. Salmon, Clerk, of the said town, and the verified copy of the said by-law, filed.

The Board orders that the said By-law Number 238 of the corporation of the Town of Bracebridge, intituled, "By-law 238. To provide for the issue of local improvement debentures to the amount of $4,569.82 to defray the ratepayers' share of the cost of certain concrete sidewalks constructed in the year 1905, as local improvements," be, and the same is hereby approved and validated, and it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said by-law of the Town of Bracebridge, and declaring the same valid and binding and that its validity is not open to question in any court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said by-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 365.

Between the Toronto Railway Company, applicant, and the corporation of the City of Toronto, respondent.

(Assessment appeal, No. 17,182, Ward 2, division 1, and No. 50,674, Ward 3, division 3, for 1907.) (Plant and substation, west side of Yonge street.)

Sept. 3. Application filed.

November 26. Record (in triplicate) filed, appointment made for hearing December 21, 1908, at 2.30 p.m.

December 21. Final order issued in terms of consent, minutes filed, reducing assessments by $50,000 and $70,000 on said assessments Nos. 17,182 and 50,674 respectively, and confirming assessments at the sums of $50,000 and $130,000.

NOTICE OF APPEAL.

Take notice that the Toronto Railway Company intends to appeal and hereby appeals to the Ontario Railway and Municipal Board from an order of the Court of Revision for the City of Toronto confirming the assessment covered by No. 50,674, Ward 3, division 3, for the year 1909, being an assessment of plant and substation situated on the west side of Yonge street in the said city, and any other property covered by the said assessment.

Dated at Toronto, the 2nd day of September, 1908.

McCARTHY, OSLER, HOSKIN & HARCOURT
Solicitors for the Applicant.

To the Assessment Commissioner for the City of Toronto.

ORDER.

Upon the application of the above named applicant, by way of appeal from the decision of the Court of Revision for the said city, given on the 3rd day of July, 1908, confirming the assessment levied by the respondent in Ward No. 2, division No. 1, of the City of Toronto under assessment No. 17,128, and from the decision of the said court, given on the 1st day of September, 1908, confirming the assessment levied by the respondent in Ward No. 3, division No. 3, under assessment No. 50,674, in the presence of the applicant and the respondent, and upon hearing counsel for the applicant and respondent, and the parties having agreed to an assessment of $50,000 with respect to the property assessed as "storage plant" under the said assessment No. 17,182 and to an assessment of $130,000 with respect to "plant in building" assessed under the said assessment No. 50,674.

The Board orders that the assessment upon "storage plant" included in assessment No. 17,182, Ward No. 2, division No. 1, be reduced by $50,000, and that the assessment of "plant in building" included in assessment No. 50,674 be reduced by $70,000, and that the said items of the said assessments as reduced be and the same are hereby confirmed at the sums of $50,000 and $130,000.

And the Board orders that the other assessments under the said numbers be, and the same are herby confirmed.

And the Board makes no order as to costs, except the respondents shall pay five dollars in stamps for this order.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 366.

In the matter of the application of the City of Hamilton for approval of its By-law No. 776 for investment of $5,500 of the Sinking Fund under By-law No. 693 in the debentures issued under By-law No. 770.

September 2. Application and material filed, considered and approved.

September 2. Order made accordingly.

ORDER.

Upon the application of the said corporation and upon reading the notice of application filed by F. R. Waddell, Esquire, solicitor for the applicants, the declarations of Thomas J. Stewart, Mayor, Samuel H. Kent, Clerk, and William R. Leckie, Treasurer, of the said city, and the certified copy of each of the said By-laws Numbers 770 and 776, filed.

The Board orders, under and in pursuance of section 420 of "The Consolidated Municipal Act, 1903," and of section 53 of "The Ontario Railway and Municipal Board Act, 1906," that the said By-law No. 776 of the said municipal corporation of the City of Hamilton, intituled, "By-law No. 776 for the investment of part of the Sinking Fund raised under By-law No. 693," be and the same is hereby approved.

(L.S.) (Signed) JAMES LEITCH,

Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 367.

In the matter of the application of the City of Hamilton for approval and validation of By-law No. 784. ($90,000 for waterworks extensions.)

September 2. Application and material filed, considered and approved.

September 2. Orders (2) made accordingly.

ORDER.

Upon the application of the said corporation and upon reading the notice of application filed by F. R. Waddell, Esquire, solicitor for the applicants, the declarations of Thomas J. Stewart, Mayor; Samuel H. Kent, Clerk, and W. R. Leckie, Treasurer, of the said city, and the certified copy of the said By-law Number 784, filed.

The Board orders that the said By-law Number 784 of the corporation of the City of Hamilton, intituled, "By-law No. 784. For the issue of debentures for $90,000 for extending and improving the waterworks," be, and the same is hereby approved and validated, and it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said by-law of the corporation of the City of Hamilton, and declaring the same valid and binding and that its validity is not open to question in any court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said by-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,

Chairman of the Ontario Railway and Municipal Board.

ORDER.

Upon the application of the above named corporation, and upon reading the notice of application filed by F. R. Waddell, Esquire, solicitor for the applicants; the declarations of Thomas J. Stewart, Mayor; Samuel H. Kent, Clerk, and William R. Leckie, Treasurer, of the said city, and the certified copy of the said By-law Number 784, filed.

The Board orders that the said By-law Number 784 of the municipal corporation of the City of Hamilton, intituled, "By-law No. 784. For the issue of debentures for $90,000 for extending and improving the waterworks," be and the same is hereby approved.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 368.

In the matter of the application of the Town of Orillia for validation of its By-law No. 453 ($10,000 for addition to Orillia Collegiate Institute).

September 2. Preliminary correspondence.

PROCEDURE FILE No. 369.

Between Francis Adans, Applicant, and the South Western Traction Company, Respondent. (for Erection of Fence).

September 8. Application filed, and on special application Board appoints 15th inst., at 2.30 p.m., at St. Thomas.

September 15th. Hearing at St. Thomas. Judgment for applicant with costs fixed at $15.00.

PROCEDURE FILE No. 370.

In the matter of the application of the Town of Cornwall for validation of By-laws Nos. 22 for 1906, and 8 for 1907. (Bonus of $20,000 to the Modern Bedstead Company).

September 5. Application and material filed and considered, Applicant's Counsel heard.

September 5. Application granted and order made accordingly.

ORDER.

Upon the application of the said Corporation and upon hearing what was alleged by Counsel for the applicants and upon reading the certified copies of the said By-laws and the affidavit of John G. Harkness, Barrister, Treasurer and Solicitor for the said Town, filed,

The Board orders that the said By-laws of the Town of Cornwall, intituled "By-law Number 22 of the Corporation of the Town of Cornwall, in the County of Stormont and Province of Ontario for the year 1906," and "By-law No. 8 of the Town of Cornwall for the year 1907. A By-law to vary the terms of an agreement entered into between the corporation of the Town of Cornwall and the Modern Bedstead Company (unincorporated) of the City of Sherbrooke in the Province of Quebec, dated the 31st day of May, 1906," be and the same are hereby approved and it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said By-laws of the Corporation

of the Town of Cornwall and declaring the same valid and binding and that their validity is not open to question in any Court on any ground whatever and that the Debentures to be issued under the authority of and in accordance with the said By-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 371.

In the matter of the application of the Town of St. Mary's for validation of By-law No. 55, authorizing debenture issue $40,000 for Loan to the St. Mary's and Western Ontario Railway Company.

September 9. Application filed, considered and approved.

September 9. Order made accordingly.

ORDER.

Upon the application of the said Corporation, and upon reading the affidavits of John Willard, Mayor, and Leonard Harstone, Clerk, of the said Town, and the certified copy of the said By-law, filed.

The Board orders that the said By-law numbered 55 of the Corporation of the Town of St. Mary's, intituled "By-law No. 55. To authorize the issue of debentures of " the Town of St. Mary's to the amount of Forty Thousand Dollars for the purpose of loaning Forty Thousand Dollars to The St. Mary's and Western Ontario Railway Company," be and the same is hereby approved and validated, and it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said By-law of the Corporation of the Town of St. Mary's, and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 372.

In the matter of the application by Fort William for the appointment of a fifth Commissioner on Joint Commission to operate Port Arthur and Fort William Street Railway. (under Act of 1908).

September 9. Hearing by appointment, judgment reserved pending efforts for settlement advised by Board. Interlocutory ruling mode.

September 17. Hearing concluded. Hugh O'Leary, Esq., Judge of District Court of Thunder Bay District, appointed 5th Commissioner. The Court of Appeal refused leave to appeal from Board's order of September 17th.

November 7. Hearing of application by Fort William for order, requiring Port Arthur Electric Railway, Light & Telephone Commission to hand over Port Arthur Railway and its appurtenances to new Joint Commission (Port Arthur and Fort William Commission). Order to be made as applied for if Railway, etc. not handed over in one week.

November 14. Order made to Sheriff to hand over Railway, etc. to new Joint Commission, Order of 7th inst. not having been complied with.

November 16. Notice of application for leave to appeal to Court of Appeal from Board's Orders of 7th and 14th inst., filed by Messrs. Cassels, Brock, Kelly & Co.

November 16. Copy petition of Port Arthur people against agreement for sale of part of Railway to Fort William and against Board's orders filed. (Petition addressed to Lieutenant-Governor and Premier of Ontario).

November 18. Notice filed of setting down appeal of hearing.

November 20. Draft appeal case filed by Messrs. Cassels, Brock, Kelly & Co.

Opinion of Board.

This is an application made on behalf of Fort William, to appoint a fifth Commissioner to act on the Joint Commission to operate the Street Railway in the cities of Port Arthur and Fort William, contemplated by Section 4 (*a*) of the Memorandum and Agreement, which is Schedule "B" of the above mentioned Act.

The first question is, has the Port Arthur Board appointed from amongst themselves two Commissioners, and if they have appointed two Commissioners, have these two Commissioners and the Commissioners that have been appointed by Fort William disagreed amongst themselves as to the appointment of a fifth Commissioner. Fort William produces a resolution of the Port Arthur Commissioners, adopted on the 19th of August, 1908, appointing James Little and W. P. Cook to represent them on the Joint Commission. The Board think this resolution was passed in good faith and, as stated in the resolution, in order to avoid any risk of having to suspend the operation of the Street Railway by reason of the action commenced by Fort William.

Mr. Cook, one of the Commissioners appointed, on behalf of Port Arthur, who took part in the meeting of the 19th of August, one of the Commissioners appointed to represent Port Arthur on the Joint Board now comes forward and questions the validity of the resolution. The Board will not encourage Mr. Cook in discrediting his own appointment and hold as a fact that Mr. Little and Mr. Cook were appointed by the Port Arthur Board to represent them on the Joint Board.

The Board also believe Mr. Rutledge when he says, in his affidavit, that on or about the 22nd of August last, the Port Arthur Commissioners, Messrs. Little and Cook, by appointment met himself and William John Ross, member of the Fort William Board, and that at such meeting they could not agree on a fifth Commissioner. It appears from Mr. Cook's cross-examination on his affidavit filed on this application, that he was determined not to agree to any appointment of a fifth Commissioner. The Board are familiar with the position of the Street Railway in Port Arthur and Fort William and feel that the situation demands that some capable and trustworthy man should be appointed a fifth Commissioner, and if the parties desire it the Board will not make the appointment for a few days to see if better counsel will not prevail, and to enable the Commissioners of the two Boards yet to agree upon a fifth Commissioner. In any case the Board are ready to receive from the parties interested the names of suitable persons from whom the Board could select a fifth Commissioner.

Order—September 17th.

In the matter of "An Act respecting the City of Fort William, Ch. 80, Ontario Statutes, 1908.

Upon application made to this Board by William John Ross and Edward Saunders Rutledge and it appearing that William John Ross and Edward Saunders Rutledge have been duly appointed the two commissioners by the Board of Water and Light Commissioners of the City of Fort William pursuant to Section 4 (*a*) of the agreement which is set forth as Schedule "B" to Ch. 80 of the Statute passed in the eighth year of the reign of King Edward VII., by the Legislature of the Province of Ontario and that J. A. Little and W. P. Cooke have likewise been appointed the two Commissioners on behalf of the City of Port Arthur by the Board of Water and Light Commissioners of the said City of Port Arthur pursuant to the said agreement among the said Commissioners as to the appointment of a fifth Commissioner, and upon hearing Counsel for the said William John Ross and Edward Saunders Rutledge the Commissioners named on the part of the City of Fort William and for the said City of Fort William and Counsel for the City of Port Arthur and for W. P. Cooke and J. A. Little; and upon hearing what was alleged by Counsel aforesaid:

This Board doth order and adjudge that Hugh O'Leary, Esquire, Judge of the District Court of the District of Thunder Bay be and he is hereby appointed to act as the fifth Commissioner on the Board of five Commissioners referred to in sub-section (*a*) of Section 4 of Schedule "B" of the Statute aforesaid to hold office during the term for which the said four Commissioners have been appointed.

And it is further ordered that the Corporation of Fort William and Port Arthur do each pay the sum of Ten Dollars for stamps on this order.

(L.S.) (Signed) JAMES LEITCH,

Chairman of the Ontario Railway and Municipal Board.

ORDER.

Upon reading the notice of motion herein dated the 2nd day of November, 1908, on behalf of the above named applicants and upon reading the affidavits of Edward Saunders Rutledge sworn on the 2nd day of November, 1908, and of Alexander McNaughton sworn on the 3rd day of November, 1908, and the affidavit of Eugene C. Spereman and the exhibits and papers therein referred to and the affidavits of W. P. Cooke, Geo. Hodder, and Walter Francis Fortune and upon reading the affidavits, evidence and papers filed and used before this Board on the previous application to appoint a fifth member of the said Board of Commissioners pursuant to the said Statute and the Order made herein by this Board on the 17th day of September, 1908, appointing Hugh O'Leary of the City of Port Arthur, Judge of the District Court of Thunder Bay the fifth member of the said Board and the award of this Board made pursuant to the said Statute and upon hearing Counsel on behalf of the Applicants and the Board of the Electric Railway, Light and Telephone Commissioners of the City of Port Arthur, and Counsel for the Corporation of the City of Port Arthur in support of the application and it appearing that the said W. P. Cooke, W. F. Fortune, George Hodder, J. A. Little and John J. Carrick, composing the Committee or Board of the Electric Railway, Light and Telephone Commissioners of the City of Port Arthur or a majority of them refuse to deliver over possession of the said Railway to the said Board of five Commissioners appointed as aforesaid pursuant to the said Act.

1. It is ordered that the said W. P. Cooke, J. A. Little, W. F. Fortune, George Hodder and John J. Carrick, the Electric Railway, Light and Telephone Commissioners of the City of Port Arthur and their Superintendent,

Secretary, Servants, Agents and Workmen do forthwith deliver full and peaceable possession of the said Railway and its appurtenances and the real personal property used in connection therewith and appertaining thereto together with its books and offices, to the said Hugh O'Leary, William John Ross, Edward Saunders Rutledge, J. A. Little and W. P. Cooke, composing the Board of five Commissioners appointed to take over and manage the said Electric Railway pursuant to the provisions of the said Act and Schedule "B."

2. And it is further ordered that the said W. P. Cooke, W. F. Fortune, George Hodder, J. A. Little and John J. Carrick being the Electric Railway, Light and Telephone Commissioners of the City of Port Arthur their Superintendent, Secretary, Servants, Agents, and Workmen do cease from interfering or intermeddling in any way with the said electric railway of the City of Port Arthur, and with the management and operation thereof by the said Board of five Commissioners appointed under the said Statute.

3. And it is further ordered that this application (except as aforesaid) for the purpose of making such further order herein as may be necessary be and the same is hereby enlarged until the fourteenth day of this present month of November, at the hour of Eleven o'clock in the forenoon.

4. And it is further ordered that the costs of and incidental to this application be reserved to be disposed of on the return of the said enlargement or of any further enlargement thereof or on the application of any party hereto on two day's notice to the opposite party.

Dated at Toronto this Seventh day of November, 1908.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 373.

In the matter of the application of the City of Ottawa for approval of a proposed By-law authorizing Debenture issue $52,000 to extend Waterworks System.

September 11. Preliminary correspondence to date and interview with deputation from Ottawa on 1st inst.

October 1. Application and material filed, considered and approved.

October 1. Order made accordingly.

Order.

Upon the application of the above named Corporation and upon reading the notice of application, a copy of the said proposed By-law and the affidavits of John Henderson, the City Clerk; James A. Ellis, the City Treasurer, and Newton J. Ker, the City Engineer.

The Board orders that the said proposed By-law of the said Corporation of the City of Ottawa, entituled, "By-law No....." "A By-law to authorize the issue of debentures to the amount of $52,000 for Waterworks purposes," be and the same is hereby approved.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 374.

In the matter of the validation of Kenora By-law No. 359 $7,000 Debenture issue.

September 21. Preliminary correspondence—including opinion of Board.

PROCEDURE FILE No. 375.

In the matter of the application of the Town of Bracebridge for validation of its By-law No. 240, providing for the issue of local improvement debentures, $9,550.51, to defray the ratepayers' share of sidewalks constructed in 1906 and 1907 as local improvements.

September 24. Application and material filed, considered and approved.

September 24. Order made accordingly.

ORDER.

Upon the application of the said corporation, and upon reading the affidavits of Samuel H. Armstrong, Mayor, and Alexander C. Salmon, Clerk, of the said town, and the verified copy of the said by-law, filed.

The Board orders that the said By-law Number 240 of the corporation of the Town of Bracebridge, intituled, "By-law 240. To provide for the issue of local improvement debentures to the amount of $9,550.51, to defray the ratepayers' share of the cost of certain concrete sidewalks constructed in the year 1906 and 1907, as local improvements," be, and the same is hereby approved and validated, and it is ordered pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said by-law of the Town of Bracebridge, and declaring the same valid and binding and that its validity is not open to question in any court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said by-laws be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH.

Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 376.

In the matter of the application of the Town of Bracebridge for validation of By-law No. 241 to authorize the issue of debentures to the amount of $9,304.60 for the construction of sidewalks in the said town.

September 24. Application and material filed, considered and approved.

September 24. Order decreed accordingly, but held pending expiry of the 30 days under Ontario Statutes, 1908, cap. 51, sec. 3, (2).

October 14. Said 30 days having expired, applicants file affidavit shewing that no action, etc., to quash has been commenced.

October 26. Order made validating by-law.

ORDER.

Upon the application of the said corporation, and upon reading the affidavits of Samuel H. Armstrong, Mayor, and Alexander C. Salmon, Clerk, of the said town, and the verified copy of the said by-law, filed.

The Board orders that the said by-law Number 241 of the corporation of the Town of Bracebridge, intituled, "By-law No. 241. To provide for the construction of sidewalks in the Town of Bracebridge, and to authorize the issue of debentures of the said town to the amount of $9,304.60, for the purpose of raising the sum required therefor," be, and the same is hereby approved and validated, and it is ordered pursuant to the provisions of "The Municipal Securities Act, 1908," that a certificate be granted approving the said by-law of the Town of Bracebridge, and declaring the same valid and

binding and that its validity is not open to question in any court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said by-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No 377.

In the matter of the application of the City of St. Thomas for approval of its By-law No. 1,759 ($10,000, the city's share of cost of reconstruction of the Ashery and Brewery Bridges).

September 24. Application and material filed and heard and approved.
September 24. Order made accordingly.

ORDER.

Upon the application of the corporation of the City of St. Thomas and upon reading a certified copy of By-law No. 1,759 of the said city, and the declarations of George Geddes, Mayor; James A. Bell, City Engineer, and William Burton Doherty, City Clerk, and upon hearing what was alleged by counsel for the said corporation.

It is ordered that By-law No. 1,759 of the said City of St. Thomas be, and the same is hereby approved and confirmed, pursuant to the provisions of section 388*a* of "The Consolidated Municipal Act, 1903."

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 378.

In the matter of the application of the City of St. Thomas for approval of its By-law No. 1,766, ($20,000 for waterwork extensions).

September 24. Application and material filed, heard and approved.
September 24. Order made accordingly.

ORDER.

In the matter of the application of the corporation of the City of St. Thomas for approval of By-law No. 1,766, authorizing the issue of debentures to the amount of $20,000, for increasing the water supply of the said city.

Upon the application of the corporation of the City of St. Thomas and upon reading a certified copy of By-law No. 1,766 of the said city, and the declaration of George Geddes, Mayor; George K. Crocker, Chairman of the Board of Water Commissioners of the said city; James A. Bell, City Engineer, and William Burton Doherty, City Clerk, and upon hearing what was alleged by counsel for the said corporation.

It is ordered that By-law No. 1,766 of the said City of St. Thomas be and the same is hereby approved and confirmed, pursuant to the provisions of sections 388 *a* of "The consolidated Municipal Act, 1903."

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 379.

Between S. H. Knox & Co., applicants, and the corporation of the City of Toronto, respondent. (Assessment appeal.)

September 24. Notice of application and appeal filed.

November 13. Hearing fixed for Wednesday, November 25, at 2.30 p.m.

November 20. Record filed and certified (in triplicate).

November 25. Hearing 2.30 p.m. pursuant to appointment. Judgment reserved.

December 1. Judgment handed down allowing Knox & Co's. appeal for assessment.

December 24. Formal order issued in terms of consent, minutes filed.

JUDGMENT.

This is an application to the Board by way of appeal from the Court of Revision in the City of Toronto, confirming the applicants' assessment on 184 Yonge street.

The assessment commissioner assessed the applicants for $46,695.00 for the year 1909 as a business assessment at the rate of 50 per cent. of the assessed value of the premises, on the ground that the applicants were persons carrying on the business of a departmental store, or of a retail merchant dealing in more than five branches of a retail business under the same roof or in connected premises. The applicants appealed from this assessment to the Court of Revision and that Court, on the 27th of August, dismissed the appeal and confirmed the business assessment. The applicants now appeal to the Board from the decision of the Court of Revision.

The applicants' business is carried on at No. 184 Yonge street, and is called "The 5, 10 and 15 cent store". The store has a frontage on Yonge street of 42 feet and a depth of 80 feet, and consists of a basement and three stories, and is assessed at the sum of $93,391.00. The applicants sell at their store articles limited in price to 5, 10 and 15 cents, but they are articles found in more than five branches of the retail trade. They do not keep in their store a complete line in any branch of retail trade or business. For instance, in boots and shoes they only deal in dolls' shoes and moccasins or children's shoes; in hardware they only deal in small wares, such as tack hammers or files, and small articles of that kind. A customer of their store could not buy a pair of boots or a saw of a jack plane. The same applies to the other articles kept in the store. They belong to different branches of the retail trade, but no article is carried or dealt in that costs more than 15 cents. There are no departments in the store. The whole store is under the direction of a manager, who has floor managers in charge of the floors assigned to them.

The Board are of the opinion that the applicants do not carry on the business of what is known as a departmental stare, or of a retail merchant dealing in more than five branches of retail trade or business in the same premises or in separate departments of premises under one roof, or in connected premises, and this Board so finds as a fact upon the evidence. The applicants should not be assessed under subsection 1 (*e*) of section 10 of the Assessment Act. The applicants are carrying on the business of a retail merchant and should be assessed under subsection 1 (*g*) of section 10, of the Assessment Act.

The Board makes no order as to costs, except that the city shall pay $10 in stamps on the formal order.

Dated the 1st day of December, 1908.

(Signed) James Leitch,
Chairman.

(Signed) A. B. Ingram,
Vice-Chairman.

Order.

1. Upon the application of the above named applicants, made on the twenty-fifth day of November, 1908, by way of appeal from the decision of the Court of Revision of the City of Toronto, dated the twenty-seventh day of August, 1908, which confirmed the business assessment of the applicants in respect to their premises known as 184 Yonge street, whereby the applicants were assessed by way of a business assessment at the rate of fifty per cent. upon the assessed value of the said premises, and the said appeal coming on this day in presence of counsel as well for the respondent as the applicants; upon hearing the evidence adduced, and the Board having directed that the matter of the said appeal should stand over for consideration; and the same coming on this day for judgment.

2. And the Board being of opinion that the applicants do not carry on the business of what is known as a departmental store or of a retail merchant, "dealing in more than five branches of retail trade or business, in the same premises or in separate departments of premises under one roof or in connected premises";

3. And the Board further being of opinion that the applicants would not be assessed under subsection 1 (*e*) of section 10 of the Assessment Act, but should be assessed under subsection 1 (*g*) of section 10 of the Assessment Act;

4. The Board orders that the appeal of the said applicants be, and the same is hereby allowed, and that the assessment roll be amended in accordance with this order;

5. And the Board makes no order as to costs, except that the respondent, the Corporation of the City of Toronto, shall pay ten dollars ($10) in stamps to be affixed to this order.

(L.S.)

(Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 380.

In the matter of the application of the Village of Weston for validation of By-law No. 424 to authorize the issue of debentures to the amount of $14,000 to pay for local improvements.

September 28. Application and material filed, considered and approved, (notice having been served as directed).

September 28. Order made accordingly.

Order.

Upon the application of the said corporation, and upon reading the notice of application filed by J. F. Hollis, Esquire, solicitor for the applicants, the order of the Chairman of this Board ordering service of the said notice, and the affidavits of service of said notice and the order of the Board upon George W. Packham and T. T. Millikin, and the affidavits of

Robert J. Bull, Reeve, and James Henry Taylor, Clerk, of the said village corporation, and the exhibits therein referred to, and the certified copy of the said By-law Number 424, filed.

The Board orders that the said By-law Number 424 of the corporation of the Village of Weston, intituled, "By-law No. 424 of the corporation of the Village of Weston, creating 5 per cent. 15-year debenture issue of $14,000.00 to pay for local improvements constructed in 1907," be, and the same is hereby approved and validated, and it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said by-law of the corporation of the Village of Weston and declaring the same valid and binding and that its validity is not open to question in any court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said by-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 381.

In the matter of the application of the Village of Hepworth for an order validating its By-laws Nos. 14, of 1907, and 11, of 1908, to guarantee the bond or debentures of the Hepworth Manufacturing Co., Limited, to the extent of $12,000.

October 1. Preliminary correspondence to date.
October 1. Application and material filed and considered.
October 2. Letter to applicants suggesting amending by-law.
October 6. Certified copy of amending by-law filed.
October 6. Order made validating By-law No. 14, as amended.

Order.

Upon the application of the said corporation, and upon reading the notice of application, filed by A. D. Creasor, Esquire, solicitor for the applicants, the affidavits of James E. Campbell, Reeve; W. R. White, Clerk, and John A. Cruickshank, Treasurer, of the said village, and the certified copies of the said by-laws, filed.

The Board orders that the said By-laws Numbers 14, of 1907, and 11, of 1908, of the corporation of the Village of Hepworth, be, and the same are hereby approved and validated, and it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said by-laws of the corporation of the Village of Hepworth, and declaring the same valid and binding and that their validity is not open to question in any court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said by-laws be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 382.

In the matter of the application of the Township of Hagar for validation of By-law No. 52 to authorize the issue of debentures to the amount of $850 for a school site and building.

October 6. Preliminary correspondence to date.
October 6. Application and material filed, considered and approved.
October 6. Order made accordingly.

ORDER.

Upon the application of the said corporation, and upon reading notice of application filed by the Clerk of the said municipality, the affidavits of Angus McMaster, Reeve; Thomas A. Millichamp, Clerk, and Duncan McMaster, Member of the Board of Public School Trustees for School Section Number One, of the said Township, and the certified copy of the said By-law Number 52, filed.

The Board orders that the said By-law Number 52 of the corporation of the Township of Hagar, intituled, "By-law No. 52. To provide the sum of $850.00 by the issue of debentures for the erection of a school house and purchasing a site in School Section No. One, in the Township of Hagar, in the District of Nipissing," be, and the same is hereby approved and validated, and it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said by-law of the corporation of the Township of Hagar and declaring the same valid and binding and that its validity is not open to question in any court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said by-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 383.

In the matter of the application of the South Western Traction Company for approval (under Sec. 169, Cap. 30, Ont. Stats., 1906) of its Supplementary Freight Tariff No. 2.

October 9. Application and material filed, considered and approved.
October 9. Order made accordingly.

ORDER.

Upon the application of the South-Western Traction Company, and upon reading the said Supplementary tariff No. 2, respecting Tariff of Freight Charges, hereto annexed,

The Board orders that the said Supplementary Tariff No. 2, intituled, "South-Western Traction Company. Supplement No. 2 to be used in conjunction with Local Electric Freight Tariff No. 1 and Supplement No. 1. providing for a reduction in the 5th class rates and giving rates on 6th, 7th, 8th, and 10th classes as called for by the Canadian classification for carload lots," be and the same is hereby approved under and in pursuance of section 169 of "The Ontario Railway Act, 1906," provided that the Board may at any time or times or from time to time hereafter of its own motion or upon any application or complaint withdraw its approval of the above mentioned Supplementary Tariff, or alter, amend, add to, take from, vary or otherwise change or modify the said Supplementary Tariff.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 384.

In the matter of the application of the Town of Thessalon for approval of By-law No. 85 for the issue of debentures to the amount of $5,000 and interest, for the extension and improvement of waterworks and electric light plant.

October 13. Application filed, letter to applicants to file further and other material.

October 30. Further material filed and considered, application now approved subject to correction of clerical errors in affidavits filed to-day.

November 4. Corrected material received, considered and approved.

November 4. Order made approving by-law.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application, filed by C. A. Batson, Esquire, Solicitor for the Applicants, the certified copy of said By-law, the affidavits of Samuel Hagan, Mayor, Edward C. Bridge, Treasurer, Edward Thompson, Superintendent or Engineer in charge of Waterworks and Electric Light Plant, and Ben C. Case, Clerk, of the said town, and the other material, filed,

The Board orders that the said By-law Number 85 of the Municipal Corporation of the Town of Thessalon, intituled, "By-law No. 85, year 1908 of the Town of Thessalon. A By-law to provide for the expenditure of $5,000.00 in extending and improving the waterworks and electric light systems of the Town of Thessalon and to authorize the issue of debentures of the town of Thessalon to the amount of $9,757.50 for the purpose of raising the said sum of $5,000.00," be and the same is hereby approved.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 385.

In the matter of the application of the Town of Massey for approval of By-law No. 76, 1908, to provide for the payment of an increased rate of interest on the debenture debt created by the said Corporation's By-law No. 60, 1907, $10,000 for Waterworks Extension).

October 16. Application and material filed.

October 26. Application and material considered and approved. Order made accordingly.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by H. F. Williams, Esquire, Solicitor for the Applicants, the certified copy of each of the said two By-laws, and the affidavits of Joseph Errington, Mayor, and Robert Wright, Clerk, of the said Town, filed,

The Board orders that the said By-law No. 76, 1908, of the said Municipal Corporation of the Town of Massey, intituled, "By-law No. 76, 1908, of the Municipal Council of the Corporation of the Town of Massey. A By-law to amend By-law No. 60, 1907, passed the 30th June, 1908," be and the same is hereby approved under and in pursuance of Section 388 (*b*) of "The Consolidated Municipal Act, 1903" (4 Edward VII., Chapter 22, Section 11 (Ontario)).

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 386.

In the matter of the application of the Town of Massey for Validation of its By-laws Nos, 37 and 81, to authorize the issue of Debentures to the amount of $10,000 to pay for the construction of a system of waterworks.

Oct. 26. Application and material filed and considered.

October 26. Letter to Applicants' Solicitor advising of proofs and further material to be filed.

October 28. Copy By-law No. 37 (1906) filed.

November 12. Material completed and order made validating By-laws.

ORDER.

Upon the application of the said Corporation and upon reading the notice of application filed by H. F. Williams, Solicitor for the Applicants, the certified copy of each of the said By-laws, numbered 37 and 81, the affidavit of Robert Wright, Clerk of the said Town and the other material, filed,

The Board orders that the said By-laws numbered 37 and 81 of the Municipal Corporation of the Town of Massey, intituled respectively, "By-law No. 37 of the Town of Massey. To raise by way of debentures the sum of Ten Thousand Dollars to pay for the construction of a system of Waterworks in the Town of Massey and to authorize the issue of Debentures therefor." "By-law No. 81 of the Municipal Council of the Corporation of the Town of Massey. A By-law to further amend By-law No. 37, 1906, passed the 14th day of August, 1906," be and the same are hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that certificates be granted approving the said By-laws and declaring the same valid and binding and that their validity is not open to question in any Court on any ground whatever and that the Debentures to be issued under the authority of and in accordance with the said By-laws be also approved and that the same be certified, as approved by the said Act

(L.S.) (Signed) JAMES LEITCH,

Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 387.

In the matter of the application of the Village of Beamsville for validadation of By-laws No. 289 and 309, to authorize the issue of debentures to the amount of $11,000 and interest, to pay for cement sidewalks constructed in said village.

November 3. Material filed.

November 4. Material considered and application approved.

November 4. Order made accordingly.

ORDER.

Upon the application of the said Corporation, and upon reading notice of application, the certified copies of By-laws Nos. 289 and 309 and the affidavits of David Davis, Reeve, and Harle Vickery Robins, Clerk, of the said village, and exhibits thereto,

The Board orders that the said By-law No. 309 of the Village of Beamsville, intituled, "By-law No. 309 of the Village of Beamsville. To

authorize the issue of debentures to the amount of Eleven Thousand Dollars, for the purpose of paying for the cement sidewalks constructed in the years A. D. 1906 and 1907, according to a by-law of the same village, under the Local ImprovementAct," be and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said By-law of the Municipal Corporation of the Village of Beamsville, and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 388.

In the matter of the application of the Village of Tweed for validation of its By-law No. 135 (as amended by By-law No. 148) to authorize the issue of debentures to the amount of $5,000 and interest to pay for certain granolithic walks.

November 3. Material filed.
November 4. Material considered and application approved.
November 4. Order made accordingly.

Order.

Upon the application of the said Corporation, and upon reading the certified copies of each of the said By-laws, the statutory declarations of Percival T. Bowlby, Reeve, and Edward William Way, Constable of the said village, and the exhibits thereto, and other material, filed,

The Board orders that the said By-law No. 135, intituled, "By-law No. 135 of the Village of Tweed, in the County of Hastings. A By-law to authorize a construction of granolithic walks upon North Victoria and other streets named herein, in the Village of Tweed, and to provide for the payment of the one-fifth of the cost thereof by a local special rate for one year, abutting on said streets to be benefited thereby on the property herein described, and for borrowing money by the issue of debentures for four-fifths of the cost thereof to be secured by general rate on all the assessable property in the municipality," as amended by the said By-law No. 148, and the said By-law intituled "By-law No. 148 of the Corporation of the Municipality of the Village of Tweed, in the County of Hastings. A By-law to amend By-law No. 135," be and the same are hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that certificates be granted approving the said By-laws of the Municipal Corporation of the Village of Tweed and declaring the same valid and binding and that their validity is not open to question in any Court on any ground whatever, and that the debentures to be issued under the authority of and in accordance with the said By-laws be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 389.

In the matter of the application of the Town of Hawkesbury for validation of its Bylaw No. 139, to authorize the issue of debentures to the amount of $30,000 and interest to pay certain floating debts.

November 3. Application and material filed, considered and approved.

November 3. Order made accordingly.

ORDER.

Upon the application of the said Corporation and upon reading the notice of application filed by Messrs. Blake, Lash and Cassels, Agents for Herbert W. Lawlor, Esquire, Solicitor for the Applicants, the affidavits of Dennis Doyle, Town Treasurer, of the said Corporation, and the exhibits thereto, filed and upon hearing what was alleged by Counsel for the applicants.

The Board orders that the said By-law No. 139 of the Corporation of the Town of Hawkesbury, intituled "By-law No. 139. A By-law to authorize the raising by way of debentures of the sum of $30,000 for the purpose of paying certain floating debts of the Town of Hawkesbury," be and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said By-law of the Corporation of the Town of Hawkesbury and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever, and that the Debentures to be issued under the authority of and in accordance with the said By-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 390.

In the matter of the application of the Town of Sudbury for approval of its By-law No. 208 for the issue of debentures to the amount of $19,000 for the extension of its Electric Light and Waterworks Systems.

November 12. Application and material filed, considered and approved.

November 12. Order made accordingly.

ORDER.

Upon the application of the above named Corporation and upon reading the notice of application filed by Messieurs Clary & Buchanan, Solicitors for the Applicants, the copy of the said By-law, the affidavits of John McLeod, Mayor, and Stephen Fourneir, Clerk of the said town, and the other material, filed,

The Board orders that the said By-law No. 208 of the Municipal Corporation of the Town of Sudbury, intituled, "By-law No. 208. A By-law to provide for the extension of the Electric Light and Waterworks systems in the Town of Sudbury and to raise the sum of $19,000 for the said purpose," be and the same is hereby approved.

(Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 391.

In the matter of the application of the Village of Fort Erie for Validation of its By-law No. 386, authorizing the issue of debentures to the amount of $10,000 and interest for the erection of a new Public School building.

November 17. Preliminary correspondence to date. Board appoints Saturday, November 21, at 12 o'clock at Board's offices for hearing of application and directs publication of notice of hearing in Bridgeburg Review and Fort Erie Times of 20th inst.

November 17. Order made accordingly.

November 21. Application heard and material filed, Order to go granting application of filing by Applicants of affidavit by Village Clerk in form prepared by Board for Application of this kind.

November 28. Affidavit of Village Clerk filed, considered and approved.

November 28. Order made validating By-law and Debentures.

ORDER.

Upon the application of Hugh A. Rose, Esq., Solicitor for the Applicants, the Board appoints Saturday the twenty-first day of November, 1908, at the hour of twelve o'clock noon, at its office in the Parliament Buildings, in the City of Toronto for the hearing of this Application.

And the Board orders and directs that notice of this application, and of the hearing thereof be published in the issue of the Bridgeburg Review and Fort Erie Times of Friday, the twentieth day of November, A.D. 1908.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

ORDER.

Upon the application of the said Corporation and upon reading the verified copy of said By-law, the affidavits of Anna C. Patterson, Hugh Alexander Rose, and Benjamin Franklin Matthews, Clerk of said Village, and other material, filed, herein, and upon hearing what was alleged by Counsel for the Applicants.

The Board orders that the said By-law No. 386, of the Municipal Corporation of the Village of Fort Erie, intituled, "By-law No. 386. A By-law to raise $10,000.00 for the construction of a Public School Building in the Village of Fort Erie, and to provide for the issue of debentures of the said Village to the amount of $10,000.00, and to raise the sum required therefor," be and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said By-law of the Corporation of the Village of Fort Erie and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever and that the Debentures issued under the authority of and in accordance with the said By-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 392.

In the matter of the application of the Town of Durham for Validation of its By-law No. 535, to authorize the issue of debentures to the amount of $4,000 for a bridge (and approaches thereto) across the Saugeen River at Garafraxa Street in the said Town.

November 23. Preliminary correspondence to date.

November 23. Material filed.

November 24. Material considered and approved.

November 24. Order made granting application and validating By-law and debentures. Debentures certified.

ORDER.

Upon the application of the said Corporation and upon reading the certified copy of the said By-law and the affidavits of William Calder, Mayor, and William Belcher Vollett, Clerk, of the said Town, and other material filed.

The Board orders that the said By-law No. 535 of the Corporation of the Town of Durham, intituled, "Bylaw number 535. Of the Municipal Corporation of the Town of Durham. A By-law to authorize the issue of debentures of the Town of Durham, in the County of Grey, to the amount of $4,000 for the purpose of building and erecting a bridge across the Saugeen River, and approaches thereto, at the intersection of the said River and Garafraxa Street in the said Town of Durham," be and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said By-law of the Corporation of the Town of Durham and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever and that the debentures to be issued under the authority of and in accordance with the said By-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 393.

In the matter of the application for Annexation to Toronto of part of the Township of York (Between Toronto and East Toronto).

November 25. Copy of Resolution of City Council of Toronto, declaring the expediency of this annexation, filed.

PROCEDURE FILE No. 394.

In the matter of the application of the Township of East Nissouri for Validation of By-law No. 439, to authorize the issue of debentures to the amount of $20,000 for a loan to the St. Mary's and Western Ontario Railway Company.

November 26. Applicants' Solicitor heard by Board pursuant to appointment.

November 26. Material filed and considered by Board and application approved. Order made accordingly.

ORDER.

Upon the application of the said Corporation and upon hearing what was alleged by J. W. Graham, Solicitor for the Applicants, and upon reading the certified copy of said By-law, and the affidavit of Geo. B. Anderson, Clerk, of the said Township, filed.

The Board orders that the said By-law No. 439 of the Municipal Corporation of the Township of East Nissouri, intituled, "By-law No. 439. By-law to authorize the issue of debentures of the Township of East Nissouri to the amount of twenty thousand dollars ($20,000) for the purpose of loaning twenty thousand dollars ($20,000) to the St. Mary's and Western Ontario Railway Company," be and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said By-law of the Corporation of the Township of East Nissouri and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever and that the debentures issued under the authority of and in accordance with the said By-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 395.

In the matter of the application of A. E. Ames & Co. Ltd., for validation of Lakefield By-law No. 444, authorizing the issue of debentures to the amount of $8,000 to build and furnish addition to Lakefield Public School.

November 27. Application and material filed, considered and approved.

November 27. Order made accordingly.

ORDER.

Upon the application of A. E. Ames & Co. Ltd., and upon reading notice of application filed by Messrs. Thompson, Tilley & Johnston, Solicitors for the Applicants, the certified copy of said By-law No. 444 and the statutory declaration of Wesley Sherin, filed.

The Board orders that the said By-law No. 444 of the Village of Lakefield, intituled, "By-law No. 444. A By-law to authorize the issue of debentures to the amount of eight thousand dollars for the purpose of raising the sum required for the Building of an addition to the Lakefield Public School, to furnish same and make the necessary alterations in the Present School Building," be and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said By-law of the Municipal Corporation of the Village of Lakefield and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever, and that the debentures issued under the authority of and in accordance with the said By-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 396.

In the matter of the application of the Town of Fort Frances for an Order validating its By-law No. 113 for the issue of debentures to the amount of $14,428.42 to assist in the construction of the initial section of a Sewerage System, as amended by By-law No. 124 increasing the rate of interest on debentures authorized by said By-law No. 113 from 5 per cent. to 5½ per cent.

December 5. Application and material filed.
December 8. Application and material considered and approved.
December 8. Order made validating By-law and debentures.

ORDER.

Upon the application of the Municipal Corporation of the Town of Fort Frances, and upon reading the notice of application filed by Messrs. Aylesworth, Wright, Moss and Thompson, Agents for W. J. Keating, Esq., Solicitor for the Applicants, the certified copy of each of the said By-laws, the statutory declarations of Herbert Williams, Mayor, William Herbert Elliott, Clerk, and William James Clark, Treasurer, of the said Town and other material, filed.

The Board orders that the said By-law number 113 of the Corporation of the Town of Fort Frances, intituled, "By-law No. 113. Of the Corporation of the Town of Fort Frances. To provide for the borrowing of the sum of $14,428.42 to assist in the construction of the initial section of the sewerage system for the Town of Fort Frances, (the residue of the cost of said section being provided for as a local improvement) and to issue debentures of the said Town to raise the said sum of $14,428.42," as amended by the said By-law number 124, and the said amending By-law number 124, be and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that certificates be granted approving the said By-laws of the Municipal Corporation of the Town of Fort Frances and declaring the same valid and binding and that their validity is not open to question in any Court on any ground whatever, and that the debentures issued under the authority of and in accordance with the said By-laws be also approved and that the same be certified, as provided by the said Act.

(L.S.)

(Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 397.

In the matter of the application of the Town of Fort Frances for the validation of By-law No. 116 to authorize the issue of debentures to amount of $10,055.25 for the construction of sewers, as amended by By-law No. 125 to increase the rate of interest on debentures provided for by said By-law No. 116 from 5 per cent. to 5½ per cent. and as further amended by By-law No. 158 to change the annual rate per foot frontage set out in the said By-law No. 116, to meet the increased rate of interest provided for by said By-law No. 125.

December 5. Application and material filed.
December 8. Application and material considered and approved.
December 8. Order made validating By-laws and debentures.

ORDER.

Upon the application of the said corporation and upon reading the notice of application filed by Messrs. Aylesworth, Wright, Moss and Thompson, agents for W. J. Keating, Esq., solicitor for the applicants, the certified copy of each of the said by-laws and the statutory declarations of Herbert Williams, Mayor; William Herbert Elliott, Clerk, and William James Clark, Treasurer, of the said town, filed.

The Board orders that the said By-law No. 116, intituled, "By-law No. 116. A by-law to provide for borrowing money by the issue of debentures, secured by local special rates, on the property fronting or abutting on the following streets in the Town of Fort Frances, for the following sewers thereon, viz,—a 20-in. sewer on First street from its intersection with Central avenue to its intersection with Mowat street; an 18-in. sewer on Mowat street from its intersection with First street to its intersection with Nelson street; an 18-in. sewer on Nelson street from its intersection with Mowat street to its intersection with Portage avenue; a 12-in. sewer on Scott street from its intersection with Mowat street to its intersection with Portage avenue; a 9-in. sewer on Church street from its intersection with Mowat street to its intersection with Portage avenue; and a 9-in. sewer on Scott street from its intersection with Mowat street to Front street," and the said amending By-laws Nos. 125 and 158 be, and the same are hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that certificates be granted approving the said by-laws of the municipal corporation of the Town of Fort Frances and declaring the same valid and binding and that their validity is not open to question in any court on any ground whatever, and that the debentures to be issued under the authority or in accordance with the said by-laws be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 398.

In the matter of the application of the Toronto and York Radial Railway for approval of plans, profile and book of reference of extension from Jackson's Point to Sutton.

December 5. Plan profile and book of reference (3 sets) filed.

December 9. Plan profile and book of reference examined and returned, original for Board being blue print instead of linen tracing.

December 15. Linen tracings of originals received, plan and profile and book of reference certified.

PROCEDURE FILE NO. 399.

In the matter of the application of the Town of Fort Frances for validation of By-law No. 160, to provide for the borrowing of the sum of $1,796 to assist in payment for construction of a sewer on Mowat street.

December 7. Application and material filed.

December 8. Application and material considered and approved.

December 8. Order made validating by-law and debentures.

ORDER.

Upon the application of the said corporation and upon reading the notice of application filed by Messrs. Aylesworth, Wright, Moss and Thompson, agents for W. J. Keating, Esq., solicitor for the applicants, the certified copy of the said By-law No. 160 and the statutory declarations of Herbert Williams, Mayor; William Herbert Elliott, Clerk, and William James Clark, Treasurer, of the said town, filed.

The Board orders that the said By-law No. 160 of the municipal corporation of the Town of Fort Frances, intituled, "By-law No. 160 of the corporation of the Town of Fort Frances. To provide for the borrowing of the sum of $1,796.00 to assist in payment for the construction of an 18-inch sewer on Mowat street from its intersection with Nelson street to its intersection with Sinclair street, a 9-inch sewer on Portage avenue from its intersection with Church street to its intersection with Nelson street and a 9-inch sewer on Church street from its intersection with Mowat street to Front street, which has been constructed as a local improvement, the said $1,796.00 being the cost of laying down the said sewer opposite street intersections exempt properties and flankages, and to issue debentures of the said town to raise the said sum of $1,796.00," be, and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said by-law of the municipal corporation of the Town of Fort Frances and declaring the same valid and binding and that its validity is not open to question in any court on any ground whatever and that the debentures to be issued under the authority of and in accordance with the said by-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 400.

Re the Toronto and York Radial Railway Company vs. The Stark Light and Power Company.

December 7. Complaint filed, notice by Board ('phone) to respondents.

December 7. Order made appointing J. F. H. Wyse to inspect and report.

December 8. Report of J. F. H. Wyse received, and work ceased as directed.

ORDER.

The Board hereby appoints and directs John F. H. Wyse, of the City of Toronto, in the County of York, consulting engineer, to inspect the above mentioned line of poles and wires, and to consider and inquire into all matters in connection therewith, and to report to the Board after the completion of such inspection, inquiry and report. The Board reserves the question of the cost and expenses of making such inspection, inquiry and report.

(L.S.) (Signed) A. B. INGRAM,
Vice-Chairman of the Ontario Railway and Municipal Board.

Toronto, Ont., December 8, 1908.

Dear Sir,—Complying with your instruction of the 7th December, 1908, I to-day inspected the construction of poles, along the Toronto and York Radial Railway Company's line on the Mimico division, by the Stark T. L. & P. Co., and I find that the Stark T. L. & P. Co. are erecting 40-foot poles through the lines of the Toronto and York Radial Railway Co., Mimico division, without any authority from the Railway Board, in such a manner as contemplates in my opinion the creating of a dangerous condition. If the work is carried out as started, and is being proceeded with, the wires of the Toronto and York Railway Company who apparently have prior rights, will be interfered with.

I ordered the manager, Mr. Edmondson, to cease the construction work and to proceed in the usual manner before the Board. There seems to be no question of the Stark T. L. & P. Co. having authority under their charter, and from the municipalities through which they are proposing to operate.

Mr. C. L. Wilson, manager of the Toronto and York Radial Company, contemplates the construction of a substation at Port credit, and running high tension wires along the Mimico division of this Railway, which wires will carry from 6,000 to 12,000 volts. This will not increase the factor safety.

Submitting the above, I am,

Yours very truly,

(Signed) J. F. H. Wyse.

A. B. Ingram, Esq.,

Vice-Chairman,
Ontario Railway and Municipal Board.
Toronto.

Procedure File No. 401.

In the matter of the application of the Town of Fort Frances for validation of By-law No. 161 to provide for borrowing money by the issue of debentures to the amount of $1,704 to pay the ratepayers' proportion of the cost of the construction of certain sewers.

December 8. Application and material filed, considered and approved.

December 8. Order made validating by-law and debentures.

Order.

Upon the application of the said corporation and upon reading the notice of application filed by Messrs. Aylesworth, Wright, Moss and Thompson, agents for W. J. Keating, Esq., solicitor fr the applicants, the certified copy of the said by-law and the statutory declarations of Herbert Williams, Mayor; William Herbert Elliott, Clerk, and William James Clark, Treasurer, of the said town, and the other material, filed.

The Board orders that the said By-law No. 161 of the municipal corporation of the Town of Fort Frances, intituled, "By-law No. 161. A bylaw to provide for borrowing money by the issue of debentures secured by local special rates on the property fronting or abutting on the following

streets in the Town of Fort Frances for the following sewers thereon, viz: An 18-inch sewer on Mowat street from its intersection with Nelson street to its intersection with Sinclair street; a 9-inch sewer on Portage avenue from its intersection with Church street to its intersection with Nelson street; and a 9-inch sewer on Church street from its intersection with Mowat street to Front street," be and the same is herby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said by-law of the municipal corporation of the Town of Fort Frances and declaring the same valid and binding and that its validity is not open to question in any court on any ground whatever and that the debentures to be issued under the authority of and in accordance with the said by-law be also approved and that the same be certified as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 402.

In the matter of the application of the Township of Kerns for validation of By-law No. 59, authorizing the issue of debentures to the amount of $1,000 to improve the highways of said township.

December 8. Preliminary correspondence to date.
December 8. Material filed, considered and approved.
December 8. Order made validating by-law and debentures.

ORDER.

Upon the application of the said corporation, and upon reading the certified copy of the said by-law, the affidavit of Harry M. Ship, Clerk, of the said township, and the exhibits thereto, and the affidavit of Joseph Henderson, Reeve, of the said township, filed.

The Board orders that the said by-law Number 59 of the municipal corporation of the Township of Kerns, intituled, "By-law No. 59. A by-law to provide for the expenditure of one thousand dollars in improving the highways of the Township of Kerns, and to authorize the issue of debentures of the said Township of Kerns to the amount of one thousand dollars, and to raise the sum required therefor," be, and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said by-law of the municipal corporation of the Township of Kerns and declaring the same valid and binding and that its validity is not open to question in any court on any ground whatever, and that the debentures issued under the authority of and in accordance with the said by-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE No. 403.

Re accident at Dundas to Violet Norton on line of Hamilton and Dundas Street Railway Company.

November 30. Company applies for investigation of accident.

November 30. J. F. H. Wyse, Engineer, appointed to investigate.

December 8. Report of J. F. H. Wyse, filed.

December 8. Letter to Company with copy of report and directing that its recommendations be complied with.

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

ENGINEER'S REPORT.

Re Dundas Accident of November 19th, 1908.

DEAR SIR,—Complying with your written instructions of November 30th, 1908, I at once went to Dundas and visited the scene of this unfortunate accident. I held an enquiry as to the causes and conditions, and secured all information possible regarding same.

I took statements, under oath, of both the motorman and conductor. The conductor is also a motorman of some three or four years' experience. I secured all the evidence given at the Coroner's inquest. The child, Violet Norton, apparently while walking along the track of the Hamilton and Dundas Railway or standing on same with her feet in a parallel position with the rails, got one foot caught in between the rail and the planking at what is known as the "Tannery Crossing" and was run down by car No. 135, driven by Motorman Tansley.

The evidence shows this car No. 135, which is of the heavy double truck suburban type equipped with wide tread wheels and Taylor Trucks, to have been in good working order at the time of the accident and an examination which I made showed no recent repairs having been made and the brakes and controllers in good shape.

I attach written statement of the motorman and conductor made at the time of the accident, the correctness of which both affirm under oath. I also attach a blue print from a tracing I caused to be made showing the location and surrounding conditions, and all evidence taken at the Coroner's inquest, and by me. The T. H. & B. operate freight trains over this section of track under an arrangement with the Dominion Power and Transmission Company. From my examination of the motorman, who was in charge of this car No. 135 at the time of the accident, I conclude that he is of the better class of car drivers, and sincere and honest in his statements, that he thought this child was either fooling or wanted to board the car and that she would step off as the car approached, until it was too late to prevent hitting her. He has a daughter of the same age as the deceased and my interviews with him convince me that he would take no unnecessary chances of an accident nor of hurting any one.

The miserable childish trick of standing on the tracks in fun to get the motorman to slow up and then letting the car get dangerously close before stepping aside has existed to my personal knowledge for more than twenty years, as long as electric cars have been in use, and on all roads with which I have been familiar.

As accidents caused by people's feet being caught in frogs, switches and crossings are not infrequent and as there is an increased demand for suburban cars operating through cities and towns, I think measures of the utmost stringency should be taken to prevent pedestrians, and especially children, from getting unnecessarily on the Street Railway tracks.

Taking into account the foregoing statements, the evidence and all the facts in connection therewith, I am of the opinion that the motorman exercised, under the circumstances, reasonable care and caution, which would not have resulted in an accident had the rail not been in a slippery condition.

To avoid any future accidents of this kind, I would recommend that motormen always slow up and have their car under complete control on approaching any one signalling, and that operating companies take means to secure the names of children or others fooling on their tracks or interfering unnecessarily with traffic, and summon them before a magistrate who has jurisdiction to act in such cases. If necessary to stop this kind of nuisance, detectives should be employed as is done by steam railroads.

Submitting the above, I am,

Yours very truly,

(Signed) J. F. H. Wyse.

Statement of Motorman and Conductor.

When arriving at Tannery Crossing with the 4.15 p.m. car from Hamilton to Dundas, I saw a girl on the track and shut off my controller and applied my brakes, so as to reduce speed of car, thinking the girl was fooling as they always do around there. I expected her to get off the track at any moment when coming closer to her; she did not get off the track but fell to the right hand side of the track, then I reversed the car at once so I could not say if it was the steps or the snow plough that struck her, but the wheels did not pass over her. When the conductor got off the car and picked her up she was three feet clear of the track, so the reason I did not stop the car at once, is that there are children around there every day and the trip before there was a girl in the same place who got off the track just in time.

(Signed) P. Tansley,
Motorman.

(Signed) G. Steven.
Conductor.

Toronto, December 8, 1908.

Re Dundas Accident November 19th, 1908 (Violet Norton).

Dear Sir, I have the honour by direction of the Board to send you herewith copy of the Engineer's report, herein, dated to-day, and to advise you that in view of said report, and of the recommendations therein contained, which the Board feels assured will be complied with by your Company, the Board will not at present make any further recommendations, directions or order in connection with the above accident.

I have the honour to be, Sir,

Your obedient servant,
(Signed) H. C. Small,
Secretary.

W. C. Hawkins, Esq.,
Gen. Mgr. Hamilton & Dundas Ry. Co.,
Hamilton, Ont.

Procedure File No. 404.

In the matter of the application of the Town of Sudbury for validation of its By-law No. 209, authorizing the issue of debentures to the amount of $35,000 for the purchase of a High School site and the erection of a High School in said Town.

December 10. Application and material filed.

December 11. Application and material considered, letter to Applicant's Solicitors for further proofs.

December 17. Further proofs as required.

December 17. Order made validating By-law and Debentures.

Order.

Upon the application of the said Corporation, and upon reading the notice of application, filed by Messrs. Clary and Buchanan, Solicitors for the Applicants, the certified copy of the said By-law, and the affidavits of Stephen Fournier, Clerk of the said Town, and Daniel Baikie, Member and Secretary of the High School Board, filed.

The Board orders that the said By-law No. 209 of the Municipal Corporation of the Town of Sudbury, intituled "By-law No. 209. A By-law to provide for the raising of $35,000 by way of debentures for the purchase of a High School site, and the erection of a High School House in the Town of Sudbury," be and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said By-law of the Municipal Corporation of the Town of Sudbury, and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever, and that the debentures issued under the authority of and in accordance with the said By-law be also approved, and that the same be certified as provided by the said Act.

(L.S.) (Signed) James Leitch,

Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 405.

In the matter of the application of the Village of L'Orignal for validation of its By-law No. 188, authorizing the issue of debentures to the amount of $6.145.58 for the cost of certain granolithic sidewalks.

December 10. Application and material filed.

December 14. Application and material considered and approved.

December 14. Order made validating By-law and Debentures.

Order.

Upon the application of the said Corporation, and upon reading the notice of application, the affidavit of Colin Gregor O'Brian, Clerk of the said Village, the exhibits therein referred to, the certified copy of the said By-law No. 188, and the affidavit of William Samuel Hall, Reeve of the said Village, filed,

The Board orders that the said By-law No. 188 of the Municipal Corporation of the Village L'Orignal, intituled, "By-law No. 188. By-law to provide for borrowing money by issue of debentures secured in part by local special rates on the property fronting on the several streets therein named for defraying the cost of constructing granolithic sidewalks on said streets," be and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said By-law of the Municipal Corporation of the Village of L'Orignal, and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever, and that the debentures issued under the authority of and accordance with the said By-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 406.

In the matter of the application of the Town of Chesley for Approval of By-law No. 463 increasing the rate of interest 4½ per cent. to 5 per cent. on the debentures authorized by By-law No. 449 of said Corporation. ($38,000 for waterworks construction).

December 15. Application and material filed, considered and approved.

December 15. Order made approving By-law 463.

Order.

Upon the application of the said Corporation and upon reading the affidavits of Conrad Krug, Mayor and William McDonald, Clerk of the said Town, and the verified copies of By-laws numbers 449 and 463 filed, and it appearing thereby that the debentures authorized by the said By-law number 449 cannot be disposed of except at a discount involving a substantial reduction in the amount required to be provided for.

The Board orders that the said By-law number 463 intituled "By-law No. 463 to amend By-law No. 449 of the Town of Chesley" a copy whereof is hereto annexed, be and the same is hereby approved under the provisions of the Consolidated Municipal Act, 1903, Section 388 (*b*) (being 4 Edward VII, Chapter 22, section 11.)

(L.S.) (Signed) James Leitch,
Chairman of the Ontario Railway and Municipal Board.

Procedure File No. 407.

In the matter of the application of the ratepayers and property owners of what is known as the District of Wychwood and Bracondale, in the Township of York, in the County of York, for an order for annexation to the City of Toronto.

December 17. Resolution of Toronto City Council (declaring expediency on annexation) filed.

PROCEDURE FILE No. 408.

In the matter of the application of the Town of Leamington for validation of By-law No. 422 authorizing the issue of debentures to the amount of $10,000 to aid the H. J. Heinz Company.

December 17. Preliminary correspondence to date.
December 17. Application and material filed.
December 18. Application and material considered and approved.
December 18. Order made validating By-law and debentures.

ORDER.

Upon the application of the said Corporation, and upon reading the notice of application filed by A .T. Boles, Esq., Solicitor for the applicants, the certified copy of the said By-law and the affidavits of Norman Peterson, Mayor, Robert M. Selkirk, Clerk and John McR. Selkirk, Treasurer, of the said Town, filed.

The Board orders that the said By-law No. 422 of the Municipal Corporation of the Town of Leamington, intituled, "By-law No. 422 a By-law to authorize the granting of aid to the H. J. Heinz Company and to raise $10,000.00 for the purpose," be and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said By-law of the Municipal Corporation of the Town of Leamington, and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever, and that the debentures issued under the authority of and in accordance with the said By-law be also approved, and that the same be certified as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,
Chairman Ontario Railway and Municipal Board.

PROCEDURE FILE No. 409.

(See P. F. 398).

In the matter of the application of the Toronto and York Radial Railway Company under Section 163 of the Ontario Railway Act, 1906, for the opening for traffic of the extension of its Railway from Jackson's Point to Sutton.

December 21. Affidavit of Engineer, Ernest W. Oliver, under sec. 163 ss. 2, Ontario Railway Act, 1906, filed stating that said extension was finished and sufficiently completed for safe carriage of traffic.

Notice to operating employees re G. T. Ry. crossing and copy of order of Dominion Railway Commission re same, also filed.

December 21. Order made appointing J. F. H. Wyse, Engineer, to inspect said extension and report to Board.

December 30. Engineer's report on inspection filed and considered.
December 30. Order made granting application.

ORDER.

Upon the application of the Toronto and York Radial Railway Company, and upon reading the affidavit of Ernest W. Oliver, Engineer of the said Company, the notice to Operating Employees of the Metropolitan

Division of the said Railway dated October 31st, 1908, and the copy of Order number 5,426 dated 14th October, 1906, of the Board of Railway Commissioners for Canada in reference to the Grand Trunk Railway Crossing, filed.

The Board orders that John F. H. Wyse, of the City of Toronto, in the County of York, consulting Engineer, be and he is hereby appointed and directed to inspect and examine the extension of the Toronto and York Radial Railway Company from Jackson's Point to Sutton proposed to be opened for the carriage of traffic, and after such inspection to report the result of same to the Board, and the Board reserves further directions and orders and directs that the costs and expenses of such inspection and report be paid by the said the Toronto and York Radial Railway Company.

(L.S.) (Signed) James Leitch,
Chairman Ontario Railway and Municipal Board.

Report of Engineer.

Gentlemen,—Complying with your order of December 21st, in the matter of the application of the Toronto and York Radial Railway Co., under sec. 163 of the Ontario Railway Act, 1906, for the opening of traffic of the extension of its Railway from Jackson's Point to Sutton, would state I went North yesterday on the Metropolitan Railway and made an inspection of this extension.

I find between the town line of North Gwillimbury and Georgina to the Grand Trunk Railway, the Toronto and York Radial Railway Co., have a private right of way extending southerly on the east side of the Grand Trunk Railway to a point where the Grand Trunk Railway crosses the town line on the Railway to the east side of the town line southerly to Main St. corner of Sutton approximately 1.28 miles. All of this is ballasted except about 300 feet which they were finishing yesterday about the middle of the section. This ballast is a good coarse lime stone gravel and is at least six inches deep under the ties. The ties are 6x6 cedar faced on two sides to about four inches in width with not more than 10 per cent. seconds. They are spaced not more than two feet centres. The rail is a 60 lb. tee rail. The heaviest grade is less than 2 per cent.

There is a crossing switch at Jackson's Point 683.7 feet in length, and there is also a Y construction at this point for emergencies and to facilitate the operation of four cars a day during the winter and eight cars during the summer. At the Grand Trunk Railway, as shown on the plan is a 2 rail diamond crossing built by the Montreal Steel works. The details of this crossing have been approved by the G. T. R. and it has been installed under their inspection.

I attach the approval of the Dominion Railway Commission for the operation of this crossing:—the diamond is set on a frame of 8 ft x 10 inch oak which is mortised and bolted together.

The crossing is protected by a ½ interlocker consisting of semiphores 500 feet distant on the G.T.R. and derail situated 100 feet distant on the crossing line, and on each side.

The rails and semiphores interlock and will be operated by car crew of the crossing line, (the G. T. R. having the right of way).

As a further protection the Company have placed a trolley wheel guard on the overhead wire over the G. T. R.

At the terminal at Sutton the Company have a second crossing or siding 433 feet long with about 10 feet clear between rails on the sidings.

The overhead construction consists of 30 feet white cedar poles with six inch tops, and 9 feet extension bracket, with 4/0 hard drawn copper flexibly suspended, the poles are also equipped with two number 12 hard drawn copper wires for train despatching by telephone.

The clearance of these poles to car steps is 25½ inches, clearance to side of cars 36 inches. From edge of rail to side of pole is 5 feet.

The Company have built a good sized station at Sutton, which is now ready for occupancy, except heating, which however will be installed in a day or so. They also have a station platform of concrete at Jackson's Point, which will be covered in before summer traffic begins.

The cars to be operated are of the large double truck standard interurban type, such being used on the balance of the Metropolitan line.

I regard this construction of substantial and permanent character and sufficiently completed to permit of operation for the traffic as intended with safety to the public.

Respectfully submitting the above, I remain,

Yours very truly.

(Signed) J. F. H. Wyse.

Order.

Upon the application of the said Company, under Section 163 of "The Ontario Railway Act, 1906" for leave to open for the carriage of traffic, the extension of its Railway from Jackson's Point to Sutton, the Board having appointed and directed John F. H. Wyse, of the City of Toronto, in the County of York, Consulting Engineer, to examine the said extension of the said Railway, and to report the result of such examination to the Board, and the said John F. H. Wyse having examined and inspected said extension, and having by his Report dated December 28th, 1908, recommended the opening for the carriage of traffic of the said extension of the said Railway.

The Board orders that the application of the above named Company for leave to open for the carriage of traffic the extension of their line of Railway from Jackson's Point to Sutton, be and the same is hereby granted, and the Company are hereby authorized to open the said extension of its Railway from Jackson's Point to Sutton for the carriage of traffic on and from the date of this Order.

(L.S.) (Signed) James Leitch,

Chairman Ontario Railway and Municipal Board.

Procedure File No. 410.

In the matter of the application of the Township of Watt, under section 632, ss. 2 of the Consolidated Municipal Act, 1903, and section 53 clause (*e*) of the Ontario Railway and Municipal Board Act, 1906, for the approval of its By-law No. 423 for a lease of a portion of the original road allowance around Three Mile Lake.

December 22. Application and material filed.

December 23. Application and material considered and approved.

December 23. Order made approving By-law.

ORDER.

Upon the application of the said Corporation and upon reading the Notice of Application filed by A. A. Mahaffy, Esquire, Solicitor for the Applicants, the copy of said By-law and the statutory declarations of William Kay, Reeve, Edward Hamilton, Clerk, and Alonzo Putnam, Treasurer, of said Township, filed.

The Board orders that the said By-law number 423 of the Municipal Corporation of the Township of Watt, intituled, "Municipality of the Township of Watt. By-law No. 423," be and the same is hereby approved under the provisions of sub-section 2 of section 632 of "The Consolidated Municipal Act, 1903," and clause (*e*) of section 53 of "The Ontario Railway and Municipal Board Act, 1906."

(L.S.) (Signed) JAMES LEITCH,
Chairman Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 411.

In the matter of the application of the Township of Watt, under Section 632, ss. 2 of the Consolidated Municipal Act, 1903, and Section 53, clause (*e*) of the Ontario Railway and Municipal Board Act, 1906, for the approval of its By-law No. 424 for a lease of a portion of the original road allowance around Lake Rosseau.

December 22. Application and material filed.
December 23. Application and material considered and approved.
December 23. Order made approving By-law.

ORDER.

Upon the application of the said Corporation and upon reading the notice of application filed by A. A. Mahaffy, Esquire, Solicitor for the Applicants, the copy of said By-law and the statutory declarations of William Kay, Reeve, Edward Hamilton, Clerk, and Alonzo Putnam, Treasurer, of said Township, filed.

The Board orders that the said By-law No. 424 of the Municipal Corporation of the Township of Watt, intituled, "Municipality of the Township of Watt. By-law No. 424," be and the same is hereby approved under the provisions of Sub-Section 2 of Section 632 of "The Consolidated Municipal Act, 1903," and clause (*e*) of Section 53 of "The Ontario Railway and Municipal Board Act, 1906."

(L.S.) (Signed) JAMES LEITCH,
Chairman of the Ontario Railway and Municipal Board.

PROCEDURE FILE NO. 412.

In the matter of the application of the Town of Sudbury for an order validating its By-law No. 208, authorizing the issue of debentures to the amount of $19,000 for the extension of the Electric Light and Waterworks systems of the said Town.

December 23. Application and material filed and considered.
December 23. Letter to Applicants' Solicitors for further necessary proofs.
December 28. Further proofs filed by Applicants' Solicitors.
December 29. Further proofs considered and approved.
December 29. Order made validating By-laws and Debentures.

ORDER.

Upon the application of the said Corporation and upon reading the notice of application filed by Messrs. Clary and Buchanan, Solicitors for the Applicants, the certified copy of the said By-law, the affidavit of Stephen Fournier, Clerk of said Town, and the other material, filed,

The Board orders that the said By-law, No. 208 of the Municipal Corporation of the Town of Sudbury, intituled, "By-law No. 208. A By-law to provide for the extension of the electric light and waterworks systems in the Town of Sudbury and to raise the sum of $19,000 for the said purpose," be and the same is hereby approved and validated.

And it is ordered, pursuant to the provisions of "The Ontario Municipal Securities Act, 1908," that a certificate be granted approving the said By-law of the Municipal Corporation of the Town of Sudbury, and declaring the same valid and binding and that its validity is not open to question in any Court on any ground whatever, and that the debentures issued under the authority of and in accordance with the said By-law be also approved and that the same be certified, as provided by the said Act.

(L.S.) (Signed) JAMES LEITCH,

Chairman of the Ontario Railway and Municipal Board.

TABULATED SUMMARY OF ACCIDENT REPORTS RECEIVED IN 1908.

Passengers.		Employees.		Travellers on highway.		Travellers at crossing.		Trespassers.		Unclassified.		Total.	
Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
11	236	2	25	12	130			1				26	391

STATEMENT IN DETAIL OF TRAVELLING EXPENSES AND DISBURSEMENTS.

1908.		
January.	James Leitch, K.C., Chairman of the Board	$42 35
	A. B. Ingram, Vice-Chairman of the Board	7 15
February.	James Leitch, K.C., Chairman of the Board	56 90
March.	James Leitch, K.C., Chairman of the Board	100 56
June.	James Leitch, K.C., Chairman of the Board	48 00
	A. B. Ingram, Vice-Chairman of the Board	53 05
	H. N. Kittson, Member of the Board	17 00
	H. C. Small, Secretary and Office of the Board	89 05
July.	A. B. Ingram, Vice-Chairman of the Board	34 05
	H. N. Kittson, Member of the Board	27 50
	H. C. Small, Secretary and Office of the Board	55 05
August.	James Leitch, K.C., Chairman of the Board	20 10
	A. B. Ingram, Vice-Chairman of the Board	10 65

STATEMENT IN DETAIL—*Continued.*

1908.		
September.	James Leitch, K.C., Chairman of the Board	$17 00
	A. B Ingram, Vice-Chairman of the Board	13 00
	H. N. Kittson, Member of the Board	4 75
	H. C. Small, Secretary and Office of the Board	7 65
October.	James Leitch, K.C., Chairman of the Board	157 40
	A. B. Ingram, Vice-Chairman of the Board	181 11
	H. N. Kittson, Member of the Board	58 90
	H. C. Small, Secretary and Office of the Board	15 10
November.	James Leitch, K.C., Chairman of the Board	33 25
	A. B. Ingram, Vice-Chairman of the Board	25 25
	H. N. Kittson, Member of the Board	15 75
	H. C. Small, Secretary and Office of the Board	7 60
December.	A. B. Ingram, Vice-Chairman of the Board	11 25
	H. N. Kittson, Member of the Board	4 10
For 1908.	W. C. Coo, Court Stenographer of the Board	55 70
		$1,169 22

ACTS AND MEMO OF SEVERAL ACTS UNDER WHICH THE BOARD EXERCISE JURISDICTION.

Annexation of Territory to Municipality.
Section 1, cap 34, 1906, as amended by,
Section 1, cap. 48, 1908.

Area of Town or Village limited.
Section 12, cap. 19, 1903.

Assessment Appeals.
Section 76, cap. 23, 1904.
Section 51 and 52, cap. 31, 1906.
R.S.O. section 41 to 46, cap. 225, 1897.
And cap. 24, 1895.

Approval of By-law increasing rate of Interest on Debentures.
Section 11, cap. 22, 1904, "388*b*."

By-law to change mode of issuing Debentures.
Section 8, cap. 40, 1907.

By-law for laying Pipes or Conduits for Electric Wires.
Section 13, cap. 40, 1907.

By-laws affecting Public Roads.
Section 632, ss. 2, cap. 19, 1903.
Section 53, ss. 3, cap. 31, 1906.

By-laws, Approval of certain City Bridges.
Section 388*a*, cap. 19, 1903.

By-laws, Approval of extension of Waterworks, Electric Light plant, or Gas Works.
Section 569, Cap. 19, 1903, as amended by,
Section 21, Cap. 34, 1906.
Section 53, Cap. 31, 1906, s.s. (*d*).

County Boundary Lines settlement of Disputes.
Sections 26, 27 and 28, cap. 40, 1907.

Consolidation of floating Debt or Consolidation or renewal of Debentures.
Rule 61*a*, page 421, Votes and Proceedings of Legislative Assembly, 27th March, 1907.

Mortgages to be deposited with Board.
Section 60, cap. 7, 1903.
Section 44, ss. 4, cap. 30, 1906.
Sections 41 and 42, cap. 33, 1908.

Investment of Sinking Fund.
Section 420, cap. 19, 1903.
Section 53, cap. 31, 1906.

An Act to Supplement the Revenues of the Crown. Tax Rolls and Appeals.
Section 13, ss. 3 to 8, cap. 9, 1907.
Section 20, cap. 9, 1907.
Section 32, ss. 3, cap. 9, 1907.

An Act respecting Local Municipal Telephone Systems—Fixing Government Standard for System.
Section 14, cap. 49, 1908.

CHAPTER 30.

An Act respecting Steam, Electric and Street Railways.

Assented to 14th May, 1906.

His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

SHORT TITLE.

Short title.

1. This Act may be cited as "*The Ontario Railway Act, 1906.*" Ont. Ry. Act, R.S.O. 1897, c. 207, s. 1.

INTERPRETATION.

Interpretation of words.

2. Where the words following occur in this Act, and in the special Act incorporating any Railway or Street Railway Company, they shall be construed in the manner hereinafter mentioned, unless a contrary intention appears:

"The Special Act."

(1) "The Special Act," shall be construed to mean any Act authorizing the construction of or otherwise specially relating to a railway or street railway, whether operated by steam, electricity or other motive power, and with which this Act is incorporated; and in all cases where this Act is made applicable to street railways or street railway companies the words "the special Act" shall include a charter of incorporation of a street railway company under the Great Seal of the Province of Ontario; or supplementary letters patent relating to such a company. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 2 (2), amended.

"Prescribed."

(2) "Prescribed," used in this Act in reference to any matter herein stated, shall be construed to refer to such matter as the same is prescribed or provided for in the special Act; and the sentence in which such word occurs shall be construed as if, instead of the word "prescribed," the expression "prescribed for that purpose in the special Act" had been used; Ont. Ry. Act, R.S.O. 1897, c. 207, s. 2 (2-4

"The Lands."

(3) "The Lands" shall mean the lands which by the special Act are authorized to be taken or used for the purposes thereof; Dom. Ry. Act, s. 2 (*a*), amended.

"The Undertaking."

(4) "The Undertaking" shall mean the railway and works of whatever description, by the special Act authorized to be executed. Dom. Ry. Act, 1903, s. 2 (*b.d.*)

"Board."

(5) "Board" shall mean "The Ontario Railway and Municipal Board."

"By-law." (6) "By-law," when referring to the act of the company shall include a resolution; Ont. Ry. Act, R.S.O. 1897, c. 207, s. 3 (1-7).

"Costs." (7) "Costs" shall include fees, counsel fees, and expenses;

"Lands." (8) "Land," or "lands" shall include all real estate, messages, lands, tenements and hereditaments of any tenure; Ont. Ry. Act, R.S.O. 1897, c. 207, s. 3 (8), amended.

"Lease." (9) "Lease" shall include any agreement for a lease;

"Toll." (10) "Toll" shall include any rate or charge or other payment payable under this Act or the special Act for any passenger, animal, carriage, goods, merchandise, articles, matters or things conveyed on the railway;

"County." (11) "County" shall include any union of counties, and any provisional judicial district; Dom. Ry. Act, 1903, s. 2 (*h*).

"County Court Judge" (12) "County Court Judge" shall include a Judge of a District Court; Ont. Ry. Act, R.S.O. 1897, c. 207, s. 3 (9).

"Highway." (13) "Highways" shall mean any public road, street, lane, and other public way or communication;

"Street." (14) "Street" shall include any highway.

"Sheriff." (15) "Sheriff" shall include the Deputy Sheriff; and where any matter in relation to any lands is required to be done by any Sheriff or Clerk of the Peace, the expression "the Sheriff," or the expression "Clerk of the Peace," shall, in such case, be construed to mean the Sheriff or Clerk of the peace of the district, county, city, or place where such lands are situate; and if the lands in question, being the property of one and the same person, are situate not wholly in one district, county, city, or place, the same expression shall be construed to mean the Sheriff or Clerk of the Peace of any such district, county, city, or place where any part of such lands is situate; Ont. Ry. Act, R.S.O. 1897, c. 207, s. 3 (10).

"Clerk of the Peace"

"Goods." (16) "Goods" shall include personal property of every description that may be conveyed upon the railway, or upon steam vessels, or other vessels connected with the railway;

"Justice." (17) A "Justice" shall mean Justice of the Peace or Stipendiary or Police Magistrate acting for the district, county, city, or place where the matter requiring the cognizance of a Justice arises, and who is not interested in the matter; and where the matter arises in respect of lands being the property of the same person, situate not wholly in any one district, county, city or place, the word "Justice" shall mean a Justice or Stipendiary or Police Magistrate acting for the district, county, city or place where any part of such lands is situate, and who is not interested in such matter;

"Owner." (18) "Owner" (where, under the provisions of this Act or the special Act, any notice is required to be given to the owner of any lands, or where any act is authorized or

required to be done with the consent of any such owner) shall be understood to mean any corporation or person who, under the provisions of this Act or the special Act, or any Act incorporated therewith, would be enabled to sell and convey lands to the company;

"The Company." (19) "The company" shall mean the company or person authorized by the special Act to construct the railway or street railway (if the section of the Act in which the words occur is applicable by its terms to street railways), and shall include all persons or corporations leasing or operating any railway. New—See Ont. Ry. Act, R.S.O. 1897, c. 207, s. 3 (11), amended.

"The Railway." (20) "The railway" shall mean the railway and works by the special Act authorized to be constructed; Ont. Ry. Act, R.S.O. 1897, c. 207, s. 3 (12).

"Street Railway." (21) "Street railway" shall mean a railway constructed or operated along a highway under or by virtue of an agreement with or by law of a city or town, and shall include all portions of such railway within such city or town and for one and a half miles beyond the limits thereof. Although such one and a half miles may be constructed under a by-law of, or agreement with a municipality, other than such city or town. New.

"Shareholder." (22) "Shareholder" shall mean every subscriber to or holder of stock in the undertaking, and shall extend to and include the personal representatives of the shareholder. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 3 (14).

"Inspecting Engineer." (23) "Inspecting engineer" shall mean an engineer who is directed by the Board to examine any railway or works, and shall include two or more engineers when two or more are so directed; Dom. Ry. Act, 1903, s. 2 (*j*), amended.

"Working expenses." (24) "Working expenses" shall mean and include all expenses of maintenance of the railway, and all such tolls, rents or annual sums as are paid in respect of property leased to or held by the company, apart from the rent of any leased line, or in respect of the hire of rolling stock, let to the company; also all rent charges or interest on the purchase money of lands belonging to the company purchased but not paid for or not fully paid for; and also expenses of or incidental to working the railway, and the traffic thereon, including all necessary repairs and supplies to rolling stock while on the lines of another company; also rates, taxes, and insurance; also, all salaries and wages of persons employed in and about the working of the railway and traffic; and all office and management expenses, including directors' fees, agency, legal and other like expenses; also all costs and expenses of and incidental to the compliance by the company with any order of the Board under this Act; and generally all such charges, if any, not above otherwise specified, as in all cases of English railway companies are usually carried to the debit of revenue as distinguished from capital account; Dom. Ry. Act, 1903, s. 2 (*cc*).

"Traffic." (25) "Traffic" shall include passengers, goods and rolling stock. Dom. Ry. Act, 1903, s. 2 (3) (*t*) (*u*).

"Train." (26) "Train" shall include any engine, motor car or other rolling stock;

"Rolling stock." (27) "Rolling stock" shall mean and include any locomotive, engine, motor, car, tender, snow plough, flanger, and every description of car or of railway equipment designed for movement, on its wheels, over or upon the rails or tracks of the company;

"Secretary." (28) "Secretary" shall mean the Secretary of the Board.

APPLICATION OF ACT.

Application of Act. 3.—(1) This Act shall, unless otherwise expressed, apply to all persons, companies, railways (other than Government railways) and (when so expressed) to street railways within the legislative authority of the Legislature of Ontario, and whether such railways are operated by steam, electricity or other motive power, and whether constructed and operated on highways or on lands owned by the company or partly on highways and partly on such lands, and shall be incorporated and construed as one Act, with the special Act, subject as herein provided. New—See Dom. Ry. Act, 1903, s. 3.

Application to street railways. (2) No section of this Act shall apply to street railways unless it is so expressed and provided. New.

Any section may be excepted by Special Act. 4. Any section of this Act may, by any special Act passed by the Legislature, be excepted from incorporation therewith, or may thereby be extended, limited or qualified. It shall be sufficient, for the purposes of this section, to refer to any section of this Act by its number merely. Dom. Ry. Act, 1903, s. 4, amended.

Or may be extended, limited or qualified.

As to exceptions, etc., previous to this Act.

Conflict between this Act and Special Act. 5. If in any special Act heretofore passed by the Legislature it is enacted that any provision of *The Railway Act of Ontario* or of *The Electric Railway Act*, or of *The Street Railway Act* in force at the time of the passing of such special Act, is excepted from incorporation therewith, or if the application of any such provision is, by such special Act, extended, limited or qualified, the corresponding provision of this Act shall be taken to be excepted, extended, limited or qualified, in like manner; and unless otherwise expressly provided in this Act or the special Act this Act shall apply to every railway company incorporated under a special Act or any public Act of this Province, and the sections expressly made applicable shall apply to every street railway company so incorporated, but where the provisions of the special Act and the provisions of this Act are inconsistent the special Act shall be taken to over-ride the provisions of this Act so far as is necessary to give effect to such special Act. Dom. Ry. Act, 1903. s. 5, amended.

ORGANIZATION OF THE COMPANY.

Offices.

ead office.

6. The head office of the company shall be in the place designated in the Special Act, but the company may, by by-law, from time to time, change the location of its head office to any place in Ontario, notice thereof to be given to the Secretary of the Board who shall keep a register for the purpose. Dom. Ry. Act, 1903, s. 52.

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Provisional Directors.

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7.—(1) The persons mentioned by name as such in the Special Act are hereby constituted provisional directors of the company, and of such provisional directors a majority shall be a quorum, and the said provisional directors, shall hold office as such until the first election of directors, and may forthwith open stock books and procure subscriptions of stock for the undertaking, and receive payments on account of stock subscribed and make calls upon subscribers in respect of their stock, and sue for and recover the same, and receive for the company any grant, loan, bonus or gift made to it or in aid of the undertaking and enter into any agreement authorized by this Act or by the Special Act with the person or corporation making such grant, loan, bonus or gift respecting the condition or disposition thereof and cause plans and surveys to be made, and deposit in any chartered bank of Canada having an office in Ontario moneys received by them on account of stock subscribed, which moneys shall not be withdrawn, except for the purposes of the undertaking, or upon the dissolution of the company for any cause whatsoever. Dom. Ry. Act, 1903, s. 53. (See also Penetang. & Orillia Ry. Co., 5 Edw. VII, c. 105, s. 5).

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(2) The said provisional directors shall have power to add to their number, or to substitute for any member of the said Board of provisional directors (whether named in the Special Act, or by the said provisional directors) who may desire to resign or withdraw from his position as a provision director of the said company, any other person as a provisional director thereof; and all such persons as shall, from time to time, be provisional directors of the said company, pursuant to the provisions of this Act, shall constitute the board of provisional directors thereof. Canada Western Ry. Co., 2 Ed. VII., c. 70.

Allotment of stock.

(3) If more than the whole stock has been subscribed, the provisional directors shall allocate and apportion the authorized stock among the subscribers as they deem most advantageous and conducive to the furtherance of the undertaking; and in such allocation the said directors may in their discretion exclude any one or more of the said subscribers, if in their judgment such exclusion will best secure the building of the said railway; and all meetings of the provisional board of directors shall be held at 12 R.M. Dom. Ry. Act, 1903, s. 54. (See also Penetanguishene & Orillia Ry. Co., 5 Edw. VII, c. 105, s. 5.)

the head office of the company or at such other place in the Province of Ontario as may in the opinion of the provisional directors best suit the interests of the company.

When subscription for stock to be binding.

(4) No subscription for stock in the capital stock of the company shall be binding on the company unless it shall be approved by resolution of the provisional directors or of the directors, nor unless ten per centum of the amount subscribed has been actually paid within one month after subscription.

Capital.

Capital stock and shares.

8.—(1) The capital stock of the company, the amount of which shall be stated in the Special Act, shall be divided into shares of one hundred dollars each; and the money so raised shall be applied in the first place, to the payment of all fees, expenses and disbursements for procuring the passing of the Special Act, and for making the surveys, plans and estimates of the works authorized by the Special Act; and all the remainder of such money shall be applied to the making, equipping, completing and maintaining of the railway, and other purposes of the undertaking.

Dom. Ry. Act, 1903, s. 55. (See Hamilton, Guelph & Nortl Shore Ry., 5 Edw. VII., c. 93 s. 10.)

Application of proceeds.

Calling first meeting for election of directors.

(2) So soon as twenty-five per centum of the capital stock is subscribed and ten per centum paid thereon into some chartered bank of the Dominion having an office in the Province of Ontario, to the credit of the company, and which shall on no account be withdrawn therefrom unless for the lawful purposes of the company, the said provisional directors or a majority of them shall call a general meeting of the shareholders for the purpose of electing directors of the company, giving at least four weeks' notice of such meeting by advertisement in the *Ontario Gazette*, and in at least one newspaper published in the place where the head office is situate, of the time, place and purpose of the said meeting.

When subscribers may call first general meeting.

(3) If the provisional directors neglect to call such meeting for three months after twenty-five per centum of the capital stock shall have been subscribed and ten per centum thereof paid up the same may be called by any five of the subscribers who have so paid up ten per centum and who collectively have subscribed for not less than twenty-five shares of the capital stock in the company and who have paid up all calls thereon.

(See Belleville and Point Ann Ry., 3 Edw. VII, c. 90, s. 9.)

Number of directors and term of office, etc.

(4) At such general meeting the shareholders present either in person or by proxy, who shall at the opening of such meeting have paid up ten per centum on the stock subscribed by them, shall elect directors of the company in manner and qualified as hereinafter mentioned, who shall constitute a board of directors and shall hold office until the next general annual meeting, and a majority of the directors shall form a quorum of the board, and may pass

(See Penetanguishene and Orillia Ry., 5 Edw. VII, c. 105, s. 11.)

such rules, regulations and by-laws as may be deemed expedient and are not inconsistent with this Act; and the said board may employ and pay one of their number as managing director.

Increase of capital stock.

9. The original capital stock of the company may, with the approval of the Board, be increased, from time to time, to any amount, if such increase is sanctioned by a vote, in person or by proxy, of the shareholders who hold at least two-thirds in amount of the subscribed stock of the company, at a meeting expressly called by the directors for that purpose by a notice in writing to each shareholder, delivered to him personally, or properly directed to him and deposited in the post office at least twenty days previously to such meeting, stating the time, place and object of such meeting, and the amount of the proposed increase: and the proceedings of such meeting shall be entered in the minutes of the proceedings of the company, and thereupon the capital stock may, with such approval, be increased to the amount sanctioned by such vote. Dom. Ry. Act, 1903, s. 57.

Notice of meetings and object.

Entry in minutes.

General Meetings.

Annual meetings.

10.—(1) A general meeting of the shareholders for the election of directors and for the transaction of other business connected with or incident to the undertaking, to be called "the annual meeting," shall be held annually on the day mentioned in the special Act, or on such day as may be fixed for that purpose by the by-laws of the company and other general meetings, to be called "special meetings," may be called at any time by the directors, or by shareholders representing at least one-fourth in value of the subscribed stock, if the directors, having been requested by such shareholders to convene such special meeting, for twenty-one days thereafter fail to call such meeting, Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 53 (1).

Special meetings.

(2) The annual meetings shall be held at the head office of the company.

Special general meetings.

(3) Special general meetings of the shareholders of the company may be held at such places in the Province of Ontario and at such times and in such manner and for such purposes as may be provided by the by-laws of the company, upon such notice as is provided in section 11 of this Act. (See Manitoulin and Iron Range Ry. 5 Edw. VII, c. 105, s. 18.)

Notice of meetings.

11. Two weeks' public notice of any meeting of the shareholders shall be given by advertisement, in at least one newspaper published in the place where the head office is situate—in which notice shall be specified the place and the day and the hour of meeting; all such notices shall be published weekly, and a copy of the newspaper containing such notice shall, on production thereof, be evidence of the sufficiency of such notice.

Evidence.

What business may be transacted.

12.—(1) Any business connected with or incident to the undertaking may be transacted at an annual meeting, excepting such business as by this Act is required to be transacted at a special meeting; but no special meeting shall enter upon any business not set forth in the notice upon which it is convened.

Votes on shares.

(2) The number of votes to which each shareholder shall be entitled on every occasion when the votes of the shareholders are to be given, shall be in proportion to the number of shares held by him, and on which all calls due have been paid.

Shareholders may vote by proxy.

(3) Every shareholder, whether resident in Canada or elsewhere, may vote by proxy, if he sees fit, and if such proxy produces from his constituent an appointment in writing, in the words or to the effect following, that is to say: Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 54 (1-4.)

Form of proxy.

I, , of , one of the shareholders of the , do hereby appoint of , to be my proxy, and in my absence to vote or give my assent to any business, matter or thing relating to the undertaking of the said that is mentioned or proposed at any meeting of the shareholders of the said company, in such manner as he the said thinks proper.

In witness whereof, I have hereunto set my hand and seal, the day of in the year

Majority to govern.

(4) Any vote by proxy shall be as valid as if the constituent had voted in person, but no person shall be qualified to be appointed a proxy who is not himself a shareholder in the company and every matter or thing proposed or considered at any meeting of the shareholders shall be determined by the majority of votes and proxies then present and given, and all decisions and acts of any such majority shall bind the company and be deemed the decisions and acts of the company. Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 54 (5) amended.

Certified copies of minutes, etc.

13.- (1) Copies of the minutes of proceedings and resolutions of the shareholders of the company, at any annual or special meeting, and of the minutes of proceedings and resolutions of the directors, at their meetings, extracted from the minute book, kept by the secretary of the company, and by him certified to be true copies extracted from such minute books, and when sealed with the company's seal shall, without proof of the signature of such secretary, be evidence of such proceedings and resolutions in any court. Dom. Ry. Act, 1903, s. 66.

Evidence.

Notices by secretary valid.

(2) All notices given by the secretary of the company by order of the directors shall be deemed notices by the directors of the company. Dom. Ry. Act, 1903, s. 67, amended.

President and Directors.

Election of board of directors.

14.—(1) A board of directors of the company to manage its affairs, the number of whom shall be stated in the special Act, and a majority of whom shall form a quorum, shall be chosen at the annual meeting; and if such election is not held on the day appointed therefor, the directors shall cause such election to be held at a special meeting duly called for that purpose within as short a time as possible after the day so appointed.

Who entitled to vote.

(2) On the day so notified, no person shall be admitted to vote except those who would have been entitled to vote had the election been held on the day when it ought to have been held.

Vacancies, how to be filled up.

(3) Vacancies in the board of directors shall be filled in the manner prescribed by the by-laws.

Who qualified to be a director.

(4) No person shall be a director unless he is a shareholder, owning at least ten shares of stock absolutely in his own right, and qualified to vote for directors at the election at which he is chosen.

Term of office of directors.

(5) The directors appointed at the last election or those appointed in their stead, in case of vacancy, shall remain in office until the next ensuing election of directors.

Vacancies, how supplied.

(6) In case of the death, absence or resignation of any of the directors, others may be appointed in their stead by the remaining directors; but if such appointment is not made such death, absence or resignation shall not invalidate the acts of the remaining directors.

President.

Vice-president.

(7) The directors shall, at their first or at some other meeting after the election elect one of their number to be the president of the company, who shall, always, when present, be the chairman of and preside at all meetings of the directors, and shall hold his office until he ceases to be a director, or until another president has been elected in his stead; and they may in like manner elect a vice-president, who shall act as chairman in the absence of the president.

Quorum.

(8) The directors at any meeting at which not less than a quorum are present, shall be competent to use and exercise all and any of the powers vested in the directors.

Acts of mrjority to bind the whole.

(9) The act of a majority of a quorum of the directors present at any meeting regularly held, shall be deemed the act of the directors.

Casting vote.

(10) No director shall have more than one vote at any meeting, except the chairman, who shall, in case of a division, of equal numbers, have the casting vote.

Directors to be subject to Shareholders and by-laws.

15. The directors shall be subject to the control of the shareholders at their annual meetings, and to all by-laws of the company, and to the orders and directions from time to time made at the annual or at any special meetings, such orders and directions not being contrary to any express directions or provisions of this Act or the special Act. Ont. Electric Ry. Act, R.S.O 1897, c. 209, s. 55 (1-11.)

Contractors with company not to be directors.

16. No person concerned or interested in any contract under or with the company, or being a surety for any contractor shall be capable of being chosen a director, or of holding or continuing in the office of director or provisional director, nor shall any person being a director or provisional director or promoter of the company enter into or be directly or indirectly interested or concerned in or participate in the profit of any contract with the company, not relating to the purchase of land necessary for the railway, or be or become a partner of any contractor with the company; and in the event of any such contract being made by or on behalf of any director or provisional director or promoter an action shall lie in any court of competent jurisdiction against such director or provisional director or promoter at the suit of any shareholder of the company or of any municipality through which any part of the railway passes, for the benefit of the funds of the company, for the whole amount of profit accruing to such director, provisional director or promoter from the contract so made or fulfilled. Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 55 (12). See also Dom. Ry. Act, 1903, s. 79.

By-laws for management of Company.

17. The directors may make by-laws for the management and disposition of the stock, property, business and affairs of the company, not inconsistent with the laws of this Province, and for the appointment of all officers, servants and artificers, and for prescribing their respective duties and salaries.

May appoint officers.

18. The directors may from time to time appoint such officers as they deem requisite, and shall take sufficient security, by one or more penal bonds, or otherwise, from the manager and officers for the time being, for the safe keeping and accounting by them respectively of the moneys raised by virtue of this Act and the special Act, and for the faithful execution of their offices, as the directors think proper. Ont. Electric Ry. Act, R.S O. 1897, c. 209, s. 55 (13) (14).

Retiring of officers, etc.

19. The directors may by by-law or resolution provide for the retirement of such of the company's officers and servants, on such terms as to an annual allowance or otherwise, as in each case the directors, in the interest of the company's service and under the circumstances, consider just and reasonable. Dom. Ry. Act, 1903, s. 80 (*c*).

Remuneration of directors.

20. The directors may be paid such reasonable remuneration for their services as may be sanctioned by the share-

holders by resolution passed at the annual general meeting to be held for the purpose of electing the successors of such directors.

Acting President.

21. In case of the absence or illness of the president, the vice-president, and in case of the absence or illness of the president and vice-president a director appointed for that purpose shall have all the rights and powers of the president, and may sign all debentures, and other instruments, and perform all acts which by the regulations and by-laws of the company or by this Act are required to be signed, performed and done by the president.

Absence of President may be entered in the minutes, and certified, etc.

22. The directors may at any meeting require the secretary to enter such absence or illness among the proceedings of such meeting, and a certificate thereof signed by the secretary shall be delivered to any person or persons requiring the same on payment to the treasurer of $1, and such certificate shall be taken and considered as *prima facie* evidence of such absence, or illness at and during the period in the said certificate mentioned in all proceedings in courts of justice or otherwise.

Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 55 (15-17).

Directors to cause annual accounts to be kept.

23. The directors shall cause to be kept, and annually on the 31st day of December, shall cause to be made up and balanced, a true, exact and particular account of all moneys collected and received by the company, or by the directors or manager thereof, or otherwise, for the use of the company, and of the charges and expenses attending the erecting, making, supporting, maintaining and carrying on of the undertaking, and of all other receipts and expenditures of the company.

Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 55, (18) part.

Calls.

Calls.

24.—(1) The directors may from time to time make such calls of money not exceeding ten per centum of the amount subscribed upon the respective shareholders, in respect of the amount of capital respectively subscribed or owing by them, as they deem necessary, and thirty days' notice at the least shall be given of each call, and no call shall exceed the prescribed amount determined in the special Act, or be made at a less interval than two months from the previous call, nor shall a greater amount be called in, in any one year than the amount prescribed in the special Act, but nothing herein contained shall prevent the directors from making more than one call by one resolution of the board: Provided, that the intervals between such calls, the notices of each call, and the other provisions of this Act and of the special Act, in respect of calls, are duly observed and given.

Ont. Ry. Act, R.S.O. 1897, c. 207, s. 35. See also Dom. Ry. Act. 1903, s. 85.

Notice of meetings, how published.

(2) All notices of calls upon the shareholders of the company shall be published weekly in the *Ontario Gazette*. Ont. Ry. Act, R.S.O., 1897, 207, s. 35 (2).

Payment of calls, how to be made.

(3) Every shareholder shall be liable to pay the amount of the call so made in respect of the shares held by him to the persons and at the times and places from time to time appointed by the company or the directors. See also Dom. Ry. Act, 1903, s. 86.

Interest to be chargeable on unpaid calls.

(4) If, before or on the day appointed for payment any shareholder does not pay the amount of the call, he shall be liable to pay interest for the same, at the legal rate for the time being, from the day appointed for the payment thereof to the time of the actual payment.

Amount of call may be recovered by suit.

(5) If at the time appointed for the payment of a call, a shareholder fails to pay the amount of the call, he may be sued for the same in any court of competent jurisdiction, and the same may be recovered, with lawful interest from the day on which the call became payable.

What formalities necessary in actions for calls.

(6) In an action to recover money due upon a call, it shall not be necessary to set forth the special matter, but it shall be sufficient to state that the defendant is the holder of one share or more, stating the number of shares, and is indebted in the sum of money to which the calls in arrear amount, in respect of one call or more, upon one share or more, stating the number and amount of each of such calls, whereby an action has accrued to the company by virtue of the special Act. Ont. Ry. Act, R.S.O. 1897, c 207, s. 35 (3-6)

Shares and their Transfer.

Shares may be transferred.

25.—(1) Shares in the company may, by the holders thereof, be sold and transferred by instrument in writing, made in duplicate—one part of which shall be delivered to the directors, to be filed and kept for the use of the company, and an entry whereof shall be made in a book to be kept for that purpose, and no interest or dividend on the shares transferred shall be paid to the purchaser until such duplicate is so delivered, filed and entered. Dom. Ry. Act, 1903, s. 95.

Form of transfer.

(2) Transfers may be in the form following, varying the *same*, as the case may require:—

I, *A.B.*, in consideration of the sum of paid to me by *C.D.*, hereby do sell and transfer to him share (*or* shares) of stock of the , to hold to him the said *C.D.*, his executors, administrators and assigns, subject to the same rules and orders, and on the same conditions that I held the same immediately before the execution hereof. And I the said *C.D.*, do hereby agree to accept the said share (*or* shares) subject to the same rules, orders and conditions.

Witness our hands this day of in the year 19 .

Shares to be personal estate —transfer of

26. The stock of the company shall be personal estate, but no shares shall be transferable until all previous calls

thereon have been fully paid in, or the said shares have been declared forfeited for the non-payment of calls thereon, and no transfer of less than a whole share shall be valid.

Transmission of shares, other than by transfer, provided for.

27. If any share in the company is transmitted by the death, bankruptcy, or last will, donation or testament, or by the intestacy, of any shareholder, or by any lawful means other than the transfer hereinbefore mentioned, the person to whom such share is so transmitted shall deposit in the office of the company a statement in writing, signed by him, declaring the manner of such transmission, together with a duly certified copy or probate of such will, donation or testament, or sufficient extracts therefrom, and such other documents or proof as may be necessary; without which such person shall not be entitled to receive any share of the profits of the company, or to vote in respect of any such share as the holder thereof.

Company not bound to see to execution of trusts.

28. The company shall not be bound to see to the execution of any trust, whether express, implied or constructive, to which any of the shares may be subject; and the receipt of the person in whose name any share stands in the books of the company, or if it stands in the name of more persons than one, the receipt of one of the persons named in the register of shareholders, shall from time to time be a sufficient discharge to the company for any dividend or other sum of money payable in respect of the share, notwithstanding any trust to which the share may then be subject, and whether or not the company have had notice of the trust; and the company shall not be bound to see to the application of the money paid upon such receipt.

Ont. Electric Ry. Act. R.S.O. 1897, c. 209, s. 58 (2-5.)

Certificate of proprietorship *prima facie* evidence.

29.—(1) The certificate of proprietorship of a share shall be admitted in all Courts as *prima facie* evidence of the title of any person, his executors, administrators, successors or assigns, to the share therein specified.

Want of certificate not to prevent disposing of shares.

(2) The want of such certificate shall not prevent the holder of any share from disposing thereof.

Penalty for refusal to pay calls.

(3) Shareholders neglecting or refusing to pay a rateable share of the calls as aforesaid, for the space of two months after the time appointed for the payment thereof, shall forfeit their respective shares in the undertaking and all the profit and benefit thereof; all which forfeitures shall go to the company for the benefit thereof.

Forfeiture of share to be taken advantage of only at a general meeting.

(4) No advantage shall be taken of the forfeiture unless the same is declared to be forfeited at a general meeting of the company, assembled at any time after such forfeiture occurred.

Effect of forfeiture as to liabilities.

(5) Every such forfeiture shall be an indemnification to and for every shareholder so forfeiting, against all actions or prosecutions whatever, commenced or prosecuted for any breach of contract or other agreement between such shareholder and the other shareholders with regard to carrying on the undertaking. Ont. Electric Ry. Act, R.S.C 1897, c. 209, s. 56 (7-11.)

Sale of forfeited shares.

30. The directors may sell, either by public auction or private sale, any shares so declared to be forfeited, upon authority therefor having been first given by the shareholders either at the general meeting at which such shares were declared to be forfeited or at any subsequent general meeting. Dom. Ry. Act, 1903, s. 106.

Limitation.

31. The company shall not sell or transfer more of the shares of any such defaulter than will be sufficient, as nearly as can be ascertained at the time of such sale, to pay the arrears then due from such defaulter on account of any calls, together with interest, and the expenses attending such sale and declaration of forfeiture; and if the money produced by the sale of any such forfeited shares is more than sufficient to pay all arrears of calls and interest thereon due at the time of such sale, and the expenses attending the declaration of forfeiture and sale thereof, the surplus shall, on demand, be paid to the defaulter. Dom. Ry. Act, 1903, s. 106.

Payment of arrears before sale.

32. If payment of such arrears of calls and interest and expenses is made before any share so forfeited and vested in the company is sold, such share shall revert to the person to whom it belonged before such forfeiture, in such manner as if such calls had been duly paid. Dom. Ry. Act, 1903, s. 105.

Certificate of treasurer to be evidence of forfeiture and of title in purchaser.

33. A certificate of the treasurer of the company that the forfeiture of the shares was declared, shall be sufficient evidence of the fact, and if the certificate so states, of their purchase by the purchaser; and such certificate, with the receipt of the treasurer for the price of such shares, shall constitute a good title to the shares; and the certificate shall be, by the said treasurer, registered in the name and with the place of abode and occupation of the purchaser, and shall be entered in the books to be kept by the company; and such purchaser shall thereupon be deemed the holder of such shares, and shall not be bound to see to the application of the purchase money,—and his title to such shares shall not be affected by any irregularity in the proceedings in reference to such sale; and any shareholder may purchase any share so sold.

Interest on advance made by shareholder to Company.

34. Any shareholder who is willing to advance the amount of his shares, or any part of the money due upon his shares, beyond the sums actually called for, may pay the same to the company,—and upon the principal moneys so paid in advance, or so much thereof as, from time to Dom. Ry. Act, 1903, s. 107.

time, exceeds the amount of the calls then made upon the shares in respect to which such advance is made, the company may pay such interest, at the lawful rate of interest for the time being, as the shareholders, who pay such sum in advance, and the company agree upon; but such interest shall not be paid out of the capital subscribed.

interest to paid out of pital.

Shareholders.

areholders dividually ble till ares paid up,

35. Each shareholder shall be individually liable to the creditors of the company to an amount equal to the amount unpaid on the stock hold by him, for the debts and liabilities of the company, and until the whole amount of his stock has been paid up in cash; but shall not be liable to an action therefor before an execution against the company has been returned unsatisfied in whole or in part, and the amount due on such execution shall be the amount recoverable with costs against such shareholder.

Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 59 (1).

ccount of mes and sidence of areholders be kept.

36. A true and perfect account of the names and places of abode of the several shareholders shall be entered in a book to be kept for that purpose, as well as of the several persons who from time to time become proprietors of, or entitled to any shares therein, and of all the other acts, proceedings and transactions of the company and of the directors for the time being and such account shall be open to the inspection of the shareholders.

Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 59 (2). See also Dom. Ry. Act, 1903, s. 110.

ights of iens.

37. Aliens, and companies incorporated abroad as well as British subjects and corporations, may be shareholders in the said company, and all such shareholders, whether resident in this Province or elsewhere, shall be entitled to vote on their shares equally with British subjects, and, corporations excepted, shall also be eligible to office as directors in the company.

Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 60.

Preference Stock.

reference tock by-law or issuing.

38.—(1) The directors may make a by-law for creating and issuing any part of the capital stock as preference stock, giving the same such preference and priority as respects dividends and otherwise over ordinary stock as may be declared by the by-law.

pecial rights f preference hareholders.

(2) The by-law may provide that the holders of shares of such preference stock shall have the right to elect a certain stated proportion of the board of directors, or may give them such other control over the affairs of the company as may be considered expedient.

nanimous anction equired.

(3) No such by-law shall have any force or effect whatever until after it has been unanimously sanctioned by a vote of the shareholders present in person or by proxy, at a general meeting of the company duly called for consider-

ing the same, or unanimously sanctioned in writing by the shareholders of the company; provided, however, that if the by-law be sanctioned by three-fourths in value of the shareholders of the company the company may petition the Board for an order approving the said by-law, and the Board may approve thereof and from the date of such approval the by-law shall be valid and may be acted upon.

Special proviso.

Rights and liabilities of preference shareholders.

(4) Holders of shares of such preference stock shall be shareholders within the meaning of this Act, and shall in all respects possess the rights and be subject to the liabilities of shareholders within the meaning of this Act, provided, however, that in respect of dividends and otherwise they shall, as against the ordinary shareholders, be entitled to the preferences and rights given by such by-law.

(See Hamilton, Guelph and North Shore Ry., 5 Edw. VII, c. 93, s. 58.)

Rights of creditors preserved.

(5) Nothing in this section contained or done in pursuance thereof shall effect or impair the rights of creditors of the company.

Dividends and Interest.

Declaration of dividends.

39.—(1) The directors may, at a general meeting, declare a dividend to be paid out of the net profits of the undertaking.

Dom. Ry. Act, 1903, s. 91 (1).

Division of profits.

(2) Such dividends shall be divided among the shareholders in proportion to the amount paid up in cash upon the shares held by them respectively.

Ont. Electric Ry. Act, R.S.O 1897, c. 209, s 57 (2).

Reserve fund.

40. The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve fund, to meet contingencies, or for equalizing dividends, or for repairing, maintaining, renewing or extending the railway or any portion thereof, and shall submit their action in regard to such reserve fund to the shareholders at a general meeting for their approval; and the directors may invest the sum so set apart as a reserve fund in such securities as they select, not however inconsistent with this or the special Act.

Dom. Ry. Act, 1903, s. 92.

Dividend not to impair capital, etc.

41. No dividend shall be declared whereby the capital of the company is in any degree reduced or impaired, or be paid out of such capital, nor shall any dividend be paid, in respect of any share after a day appointed for payment of any call for money in respect thereof, until such call has been paid; but the directors may, in their discretion, until the railway is completed and opened to the public, pay interest at any rate not exceeding five per centum per annum, on all sums actually paid in cash in respect of the shares, from the respective days on which the same have been paid; and such interest shall accrue and be paid at such times and places as the directors appoint for that purpose.

Dom. Ry. Act, 1903, s. 93.

Interest may be paid on calls pending opening of road.

rears may deducted m vidends.

42. The directors may deduct, from any dividend payable to any shareholder, all or any such sum or sums of money as are due from him to the company on account of any call or otherwise. Dom. Ry. Act, 1903, s. 94 (2).

Bonds, Mortgages, and Borrowing Powers.

sue of bonds uthorized.

43.—(1) The directors of the company, under the authority of the shareholders, to them given at any special meeting, called for the purpose in the manner provided by this Act, or at any annual meeting for which like notice of intention to apply for such authority has been given as is required in the case of a special meeting, and at which meeting, whether annual or special, shareholders representing at least two-thirds in value of the subscribed stock of the company, and who have paid all calls due thereon, are present in person or represented by proxy, may, subject to the provisions in this Act and the Special Act contained, issue bonds, debentures, perpetual or terminating debenture stock, or other securities, signed by the president or other presiding officer and countersigned by the secretary, which countersignature and the signature to the coupons attached to the same may be engraved; and such securities may be made payable at such times and in such manner, and at such place or places in Canada or elsewhere, and may bear such rate of interest, not exceeding five per cent. per annum, as the directors think proper. Dom. Ry. Act, 1903, s. 111 (1).

rocedure.

When and where payable. nterest.

Limit of bonding powers.

(2) Such bonds, debentures, or other securities shall not exceed the amount authorized by the special Act and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Raising money on bonds.

(3) The directors may issue and sell or pledge all or any of the said bonds, debentures, or other securities, at the best price and upon the best terms and conditions which at the time they may be able to obtain, for the purpose of raising money for prosecuting the said undertaking.

Bonds not to be for less than $100.

(4) No such bond, debenture or other security shall be for a less sum than one hundred dollars.

Right to issue bonds to be a continuous right.

(5) The power of issuing bonds conferred upon the company hereby or under the special Act shall not be construed as being exhausted by such issue: but such power may be exercised from time to time upon the bonds constituting such issue being withdrawn or paid off and duly cancelled; but the limit to the amount of bonds, debentures or other securities fixed in the special Act shall not be exceeded. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 9 (19*a.c.*)

Mortgages securing bonds, etc.

44.—(1) The company may secure such bonds, debentures, or other securities, by a mortgage deed creating such mortgages, charges and incumbrances upon the whole of such property, assets, rents and revenues of the company, present or future or both, as are described in the said deed:

but such rents and revenues shall be subject in the first instance to the payment of any penalty imposed for non-compliance with the requirements of this Act and next to the payment of the working expenditure of the railway.

(2) By the said deed the company may grant to the holders of such bonds, debentures, or other securities, or the trustees named in such deed, all and every the powers, rights and remedies granted by this Act in respect of the said bonds, debentures, or other securities, and all other powers, rights and remedies not inconsistent with this Act, or may restrict the said holders in the exercise of any power, privilege or remedy granted by this Act, as the case may be; and all the powers, rights and remedies so provided for in such mortgage deed shall be valid and binding and available to the said holders in manner and form as therein provided. Ont. Ry. Act, R.S.O., 1897, 207, s. 9 (20), (20*a*) amended.

Mortgages may be limited.

(3) The company may except from the operation of any such mortgage deed any assets, property, rents or revenue of the company, and may declare and provide therein that such mortgage shall only apply to and affect certain sections or portions of the railway or property of the company, but where any such exception is made, the company shall in such mortgage deed expressly specify and describe, with sufficient particularity to identify the same, the assets, property, rents or revenue of the company, or the section or portions of the railways, not intended to be included therein or conveyed thereby. Dom. Ry. Act, 1903, s. 112, s.s. (3).

Mortgages to be deposited with Provincial Secretary and notice given.

(4) Every such mortgage deed and every assignment thereof or other instrument in any way affecting such mortgage or security shall be deposited in the office of the Board, of which deposit notice shall forthwith be given in the *Ontario Gazette*. Such mortgage deed or other instrument need not be registered under the provisions of any law respecting registration of instruments affecting real or personal property.

Evidence.

(5) A copy of any such deed or instrument so deposited, certified to be a true copy by the Secretary, shall be received as *prima facie* evidence of the original in all courts without proof of the signature of such official. Dom. Ry. Act, 1903, s. 112 (4), amended.

Bonds, etc., how ranked.

45. The bonds, debentures, or other securities, hereby authorized to be issued, shall be taken and considered to be the first preferential claim and charge upon the company, and the franchise, undertaking, tolls and income, rents and revenues, and real and personal property thereof, at any time acquired, save and except as hereinbefore provided.

Bondholders, etc., to be Mortgagees.

46. Each holder of the said bonds, debentures, or other securities, shall be deemed to be a mortgagee, or incumbrancer upon the said securities *pro rata* with all the other

holders, and no proceedings authorized by law or by this Act shall be taken to enforce payment of the said bonds, debentures or other securities or of the interest thereon except through the trustee or trustees appointed by or under such mortgage deed.

ghts of lders of nds, etc., on default payment.

47.—(1) If the company makes default in paying the principal or interest on any of the bonds, debentures or other securities hereby authorized, at the time when the same, by the terms of the bond, debenture or other security, becomes due and payable, then at the next annual general meeting of the company, and at all subsequent meetings, all holders of bonds, debentures or other securities so being and remaining in default shall, in respect thereof, have and possess the same rights and privileges and qualifications for being elected directors and for voting at general meetings, as would attach to them as shareholders if they held fully paid up shares of the company to a corresponding amount.

ight of ondholder, c., to vote meetings.

(2) Each such holder of bonds, debentures or other securities shall, for the purpose of voting at any such meeting, be deemed to be a shareholder and shall be entitled to as many votes as if he held shares in the company on which all calls had been paid, equal at a par valuation, to the amount of such bonds, debentures or other securities so held by him, and may vote by proxy in like manner and to the same extent as a shareholder, but no person who is not himself a bondholder of or shareholder in the company shall be qualified to be appointed a proxy.

When right f voting ıay be xercised.

(3) The rights given by this section shall not be exercised by any such holder unless it is so provided by the mortgage deed, nor unless the bond, debenture or other security, in respect of which he claims to exercise such rights has been registered in his name, in the same manner as the shares of the company are registered at least ten days before he attempts to exercise the right of voting thereon; and the company shall be bound on demand to register such bonds, debentures or other securities, and thereafter any transfers thereof, in the same manner as shares or transfers of shares.

Other rights ınder nortgage deed preserved.

(4) The exercise of the rights given by this section shall not take away, limit or restrain any other of the rights or remedies to which the holders of the said bonds, debentures or other securities are entitled under the provisions of such mortgage deed.

Bonds, etc., mode of ransfer of.

48. All bonds, debentures or other securities hereby authorized may be made payable to bearer, and shall in that case be transferable by delivery, until registration thereof as hereinbefore provided, and while so registered they shall be transferrable by written transfers, registered in the same manner as in the case of the transfer of shares. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 9 (21-23).

Power to borrow money by overdraft, etc.

49. The company may, for the purposes of the undertaking, borrow money by overdraft or upon promissory note, warehouse receipt, bill of exchange or otherwise upon the credit of the company and become party to promissory notes and bills of exchange; and every such note or bill made, drawn, accepted or endorsed by the president or vice-president of the company, or other officer authorized by the by-laws of the company, and countersigned by the secretary of the company, shall be binding on the company; and every such note or bill of exchange so made, drawn, accepted or endorsed shall be presumed to have been made, drawn, accepted or endorsed with proper authority, until the contrary is shown; and in no case shall it be necessary to have the seal of the company affixed to such promissory note or bill of exchange, nor shall the president or vice-president or secretary or other officer of the company, so authorized, be individually responsible for the same unless such promissory note or bill of exchange has been issued without proper authority; but nothing in this section shall be construed to authorize the company to issue any note or bill payable to bearer, or intended to be circulated as money or as the note or bill of a bank. Dom. Ry. Act, 1903, s. 116.

No seal necessary.

Notes not to be payable to bearer.

Application of ss. 6-49 to street railway companies.

50. The sections relating to "Organization of the company," being sections numbers 6 to 49 inclusive, shall apply to street railway companies.

POWERS.

Powers.

51. Subject to the provisions of this Act and the special Act the company shall have power and authority—

(1) To survey, lay out, construct, complete, equip and maintain a railway to be operated by steam or a railway or street railway to be operated by electricity, with double or single tracks; Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 9 (*c*), amended.

To receive grants of land, etc.

(2) To receive, take and hold all voluntary grants and donations of land or other property or any bonus of money or debenture or other benefit of any sort made to it, to aid in the construction, maintenance and accommodation of the railway, but the same shall be held and used for the purpose of such grants or donations only; Ont. Ry. Act, R.S.O. 1897, c. 207, s. 9 (1)

Purchase land.

(3) To purchase, take and hold of any person any land or other property necessary for the construction, maintenance, accommodation and use of the railway, and also to alienate sell or dispose of the same as soon as, for any reason, it has become not necessary for the purposes of the company. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 9 (2). See Dom. Ry. Act, 1903, s. 118 (*c*).

And across or along streams, etc.

(4) To construct, maintain and work the railway across along or upon any stream of water, water course, canal or highway which it intersects or touches; but the stream, water course, highway, canal or railway so intersected or touched, shall be restored by the company to its former

state, or to such state as not to impair its usefulness; but this shall not authorize the obstruction of the navigation of any navigable water;

:terhouses, :ks, etc.

(5) To purchase land for and erect power-houses, warehouses, elevators, docks, stations, workshops, and offices and to sell and convey such land as may be found superfluous for any such purpose, and to purchase and acquire stationary or locomotive engines, motors, carriages, wagons, and other machinery and contrivances necessary for the working of the railway and the accomodation and use of the passengers, freight and business of the railway; and to hold as part of the property of the said company as many steam or other vessels as the directors of the company may deem requisite from time to time to facilitate the carriage of passengers, freight and other traffic in connection with the railway;

anch railys.

(6) To make branch railways, if required and provided for by the special Act, and to manage the same, and for that purpose to exercise all the powers, privileges and authorities necessary therefor, in as full and ample a manner as for the railway;

nvey persis and goods railway.

(7) To take, transport, carry and convey persons and goods on the railway, to regulate the time and manner in which the same shall be transported, and the tolls and compensation to be paid therefor, and to receive such tolls and compensation; Ont. Ry. Act, R.S.O. 1897, c. 207, s. 9 (8-10).

ter upon ds, etc.

(8) To enter into and upon the lands of any corporation or person whatsoever lying in the intended route or line of the railway; and, with the consent of the Lieutenant-Governor in Council in that behalf, into and upon any lands of His Majesty the property of this Province;

ke survey lands.

(9) To make surveys, examinations, or other necessary arrangements on such lands necessary for fixing the site of the railway, and to set out and ascertain such parts of the lands as are necessary and proper for the railway; Ont. Ry. Act, R.S.O., 1897, c. 207, s. 9 (11-12).

move trees.

(10) To fell or remove any trees standing in any woods, lands or forests, where the railway passes, to the distance of six rods from either side thereof. The company shall make full compensation to the owner of any tree so cut down and the amount of such compensation shall, on the application of the owner, be determined by the Board. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 9 (13).

nstruct bankments, dges, drains, ces, etc.

(11) To make or construct upon, across, under or over any railway, tramway, river, stream, water course, canal, or highway, which it intersects or touches, temporary or permanent inclined planes, tunnels, embankments, aqueducts, bridges, roads, ways, passages, conduits, drains, piers, arches, cuttings and fences;

Divert highways and waterways.

(12) To divert, or alter, as well temporarily as permanently, the course of any such river, stream, watercourse, or highway, or raise or sink the level thereof, in order the more conveniently to carry the same over, under or by the side of the railway;

Construct drains.

(13) To make drains or conduits into, through or under any lands adjoining the railway, for the purpose of conveying water from or to the railway;

Divert drains, pipes, and wires.

(14) With consent of the Board after notice to any person interested, to divert or alter the position of any water-pipe, gas-pipe, sewer or drain, or any telegraph, telephone, or electric lines, wires or poles;

Alter and substitute other works.

(15) With the consent of the Board after notice to any person interested, from time to time to alter, repair or discontinue the before-mentioned works, or any of them, and substitute others in their stead;

Unite with other railways.

(16) To cross, intersect, join and unite the railway with any other railway at any point on its route, and upon the lands of such other railway, with the necessary conveniences for the purposes of such connection; and the owners of both railways may unite in forming such intersection, and grant facilities therefor; and the amount of compensation to be made therefor, the point and manner of such crossing and connection, shall be determined by the Board as provided by this Act; Ont. Ry. Act, R.S.O, 1897, 207, s, 9 (14), amended.

(17) To do all other acts necessary for the construction, maintenance and operation of the railway in pursuance of and according to the meaning and intent of this Act, and of the special Act; Dom. Ry. Act 1903, s. 118, (*k-q*).

Application of last preceding two subsections.

52. The provisions for the ascertainment of compensation contained in subsection 16 of section 51 of this Act shall not extend or apply to any railway incorporated under an Act of the Legislature of Ontario, in any case in which it is proposed that such railway shall cross, intersect, join, or unite with, or be crossed, intersected, joined or united with a railway under the legislative control of Canada. Ont. Ry. Act, R.S O. 1897, c. 207, s. 9 (1(

Compensation for damage.

53. The company shall, in the exercise of the powers by this or the special Act granted, do as little damage as possible, and shall make full compensation, in the manner herein or in the special Act provided, to all parties interested, for all damage by them sustained by reason of the exercise of such powers. Dom. Ry. Act 1903, s. 120.

Occupy public lands, beaches, etc.

54.—(1) The railway company shall not take possession of, use or occupy any lands belonging to the Province, without the consent of the Lieutenant-Governor in Council; but with such consent such company may take and appropriate for the use of their railway and works, but not alienate, Ont. Ry. Act, R.S.O. 1897, c 207, s. 9 (3).

so much of the wild lands of the Province lying on the route of the railway as have not been granted or sold, and as may be necessary for the railway, as also so much of the public beach or of the land covered with the waters of any lake, river, stream or canal, or of their respective beds, as is necessary for making and completing and using their said railway and works;

(2) The extent of the public beach or of the land covered with water of any river or lake in the province of Ontario taken for the railway shall not exceed the quantity limited in section 60 of this Act.

anges may made in the e of a rail- y at any ie for cer- n purposes

55. A company which desires at any time to change the location of its line of railway in any particular part for the purpose of lessening a curve, reducing a gradient, or otherwise benefiting such line of railway, or for any other purpose of public advantage, may, with the leave of the Board, make such change; and all the clauses of this Act shall refer as fully to the part of any such line of railway so at any time changed or proposed to be changed as to the original line; but no railway company shall have any right to extend its line of railway beyond the terminal mentioned in the *special* Act. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 9 (18).

Telegraph and Telephone Lines.

ephone and graph lines.

56.—(1) Except as provided in subsections 3 and 4 of this section the company may construct and operate an electric telegraph line and a telephone line throughout and along the whole line of railway, and the branches thereof, or any part of the said railway or branches, and for the purpose of constructing, working and protecting the said telegraph and telephone lines, the powers conferred upon telegraph companies by *The Act respecting Telegraph Companies*, being chapter 192 of the Revised Statutes of Ontario, 1897, are hereby conferred upon the company; provided that no poles shall be erected in the construction of either of the said lines in or through any city, town or incorporated village, without an agreement with the council of such city, town or village being first obtained by the company; provided, also, that such telegraph and telephone lines shall be used exclusively for the purpose of the business of the company; provided also that in case the parties are unable to agree, the terms and conditions upon which such poles may be erected shall be determined by the Board. Hamilton, Guelph and North Shore Ry. (See 5 Edw. VII. c. 93, s. 25).

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viso.

(2) Whenever any municipal corporation or person has authority to construct, operate and maintain a telephonic system in any district, and is desirous of obtaining telephonic connection or communication with or within any station or premises of the company, in such district, and cannot agree with the company with respect thereto, such municipal corporation or person may apply to the Board for Dom. Ry. Act, 1903, s. 193.

nicipal phone ms, ections

leave therefor, and the Board may order the company to provide for such connection or communication upon such terms as to compensation as the Board deems just and expedient, and may order and direct how, when, where, by whom and upon what terms and conditions such telephonic connection or communication shall be constructed, operated and maintained.

Wires, etc., across railway.

(3) No lines or wires for the conveyance of light, heat, power or electricity, shall be erected, placed or maintained across the railway without leave of the Board.

Plans to be submitted to Board.

(4) Upon any application for such leave, the applicant shall submit to the Board a plan and profile of the part of the railway proposed to be affected showing the proposed location of such lines and wires and the works contemplated in connection therewith; and the Board may grant such application and may order by whom, how, when, and on what terms and conditions, and under what supervison, such work shall be executed; and upon such order being made such lines and wires may be erected. placed and maintained across the railway subject to and in accordance with such order.

Dom. Ry. Act, 1903, s. 194.

Order by Board.

(5) As soon as practicable after its organization the Board shall promulgate rules and regulations and standard plans and specifications to be adhered to in carrying lines of wires to be used for telephone and telegraph purposes across the railway, and no lines of such wires shall thereafter be carried across the railway in any other way or on any other terms without the leave of the Board first obtained, provided the Board may, from time to time. amend or change as to it may seem fit such rules regulations and standard plans and specifications, but such rules, regulations, plans and specifications and amendments or changes thereto and thereof shall not affect crossings made before their adoption by the Board; provided, further, that in special cases on the application of any person or corporation to be affected by such crossing the Board may order that such crossing shall be made in some other manner than that prescribed by the standard plans and specifications, and by whom and how and when and on what terms and conditions and under what supervision such work shall be executed, and upon such order being made such lines and wires may be erected, placed and maintained across the railway, subject to and in accordance with such order.

Interchange of Traffic.

One Company may agree with another respecting traffic.

57.—(1) The directors of any railway company may, at any time, and from time to time, make and enter into any agreement or arrangement with any other company, either in this Province or elsewhere, for the regulation and interchange of traffic passing to and from the railways

Ont. Ry. Act, R.S.O, 1897, c. 207, s. 77.

of the said companies, and for the working of the traffic over the said railways respectively, or for either of those objects separately, and for the division and apportionment of tolls, rates and charges in respect of such traffic, and generally in relation to the management and working of the railways or any of them, or any part thereof, and of any railway in connection therewith, for any term not exceeding twenty-one years, and to provide, either by proxy or otherwise, for the appointment of a joint committee or committees for the better carrying into effect such agreement or arrangement, with such powers and functions as may be considered necessary or expedient, subject to the consent of two-thirds of the shareholders, voting in person or by proxy.

Railway Companies must afford each other every facility for the forwarding of traffic, without preference or favour.

(2) Every railway company shall, according to their respective powers, afford all reasonable facilities to any other railway company for the receiving and forwarding and delivering of traffic upon and from the several railways belonging to or worked by such companies respectively, and for the return of carriages, trucks and other vehicles; and no such company shall give or continue any preference or advantage to or in favour of any particular company, or any particular description of traffic, in any respect whatsoever, nor shall such company subject any particular company or any particular description of traffic to any prejudice or disadvantage in any respect whatsoever; and every railway company having or working a railway which forms part of a continuous line of railway, or which intersects any other railway or which has a terminus, station or wharf of the one near a terminus, station or wharf of the other, shall afford all due and reasonable facilities for receiving and forwarding by the one of such railways, all the traffic arriving by the other, without any unreasonable delay and without any such preference or advantage, or prejudice or disadvantage as aforesaid, and so that no obstruction may be offered in the using of such railway as a continuous line of communication, and so that all reasonable accommodation may at all times, by the means aforesaid, be mutually afforded by and to the said several railway companies. Ont. Ry. Act, R.S.O., 1897, c. 207, s. 7 (81).

Penalty on Companies or their officers refusing or neglecting to forward traffic, as above required.

(3) If any officer, servant or agent of a railway company, having the superintendence of the traffic at any station or depot thereof, refuses or neglects to receive, convey or deliver at any station or depot of the company for which they may be destined, any passengers, goods or things, brought, conveyed or delivered to him or to such company for conveyance over or along the railway from that of any other company, intersecting or coming near to such first-mentioned railway, or in any way wilfully contravenes the provisions of the next preceding Ont. Ry. Act, R.S.O., 1897, c. 207, s. 79.

How recoverable, and how to be applied.

subsection—such first-mentioned railway company, or such officer, servant or agent, personally, shall, for every such neglect or refusal, incur a penalty not exceeding $50 over and above the actual damages sustained.

(4) In case any company or municipality interested is unable to agree as to the regulation and interchange of traffic or in respect of any other matter in this section provided for, the same shall be determined by the Board.

(5) All complaints made under this section shall be heard and determined by the Board.

(6) This section shall apply to such street railways as may from time to time be determined by the Board.

Amalgamation and Running Arrangements with other Companies.

Agreements with other companies.

58.—(1) The company shall have the power to agree for connection and making running arrangements with any other railway company, the lines of which are approached or crossed by the line or lines of the company, if lawfully empowered to enter into any such agreement, upon terms to be authorized by two-thirds in value of the shareholders at a special general meeting to be held for that purpose, and it shall also be lawful for the company to enter into any agreement or agreements with any such company if lawfully authorized to enter into such an agreement, for the sale or leasing or hiring of the whole or any portion of the railway or the use thereof or for the sale or leasing or hiring any engines, locomotives, motors, carriages, or cars or any of them or of any part thereof or touching any service to be rendered by one company to the other and the compensation therefor, if the arrangements and agreements shall be so authorized by two-thirds in value of the shareholders voting in person or by proxy at a special general meeting to be called for that purpose, and every such agreement shall be valid and binding according to the terms and tenor thereof subject to subsection 3 of this section, and the company purchasing, leasing or entering into such agreement for using the said railway may and is hereby authorized to work the said railway in the same manner as if incorporated with its own line. (See Hamilton Guelph and North Shore Ry., 5 Edw. VII, c. 3, s. 53 (1).)

(2) The company may contract and agree with any other railway company the lines of which are approached or crossed by the line or lines of the company if lawfully authorized to enter into such arrangements, for amalgamation with any or either of them, provided that no such contract shall be of any force or validity unless first authorized by resolution passed by vote of the shareholders in person or by proxy representing two-thirds in value of the subscribed capital stock, and on which no call is in default and unpaid at a general meeting specially called for that purpose. (See Hamilton Guelph and North Shore Ry., 5 Edw. VII., c. 93, s. 53 (2)).

Purchase of stock of dissenting shareholder.

(3) No such agreement for amalgamation, connections, running arrangement, sale, leasing, or hiring of the railway or any portion thereof shall be of any force or effect until approved by resolution of the Board and every such agreement shall be subject to such terms, conditions and regulations, general or special, as the Board may from time to time order. New.

(4) This section shall apply to such street railways as may from time to time be determined by the Board.

PLANS AND SURVEYS.

Plans and books of reference.

59. Plans and surveys and books of reference shall be made and corrected as follows:

(1) Surveys and levels shall be taken and made of the lands through which the railway is to pass, together with a map or plan thereof, and of its course and direction, and of the lands intended to be passed over and taken therefor, so far as then ascertained, and also a book of reference for the railway, in which shall be set forth— Ont. Ry. Act, R.S.O. 1897, c. 207, s. 10 (1).

(*a*) A general description of the said lands;

(*b*) The names and owners and occupiers thereof, so far as they can be ascertained; and

(c) Everything necessary for the right understanding of such map or plan.

Certifying map or plan and book of reference.

(2) The map or plan and book of reference shall be examined and if in all respects satisfying the provisions of this Act and the special Act shall be certified by the Board who shall keep one copy thereof on file in the office of the Board.

Registration of map or plan and book of reference.

(3) The company shall also deposit copies thereof, or of such parts thereof as relate to each district or county through which the railway is to pass, duly certified as copies by the Secretary, in the registry offices of such districts or counties respectively. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 10 (2), amended; see also Dom. Ry. Act, 1903, s. 124.

Copies.

(4) Any person may resort to such copies, and make extracts or copies thereof, as occasion requires, paying to the Secretary, or to the Registrar, at the rate of ten cents for every hundred words so extracted or copied.

Appeal against proposed location of lines.

Any person feeling aggrieved by the proposed location of the line of railway may within ten days after the deposit of the map or plan and book of reference aforesaid in the registry office of the district or county where the lands are situated, the location through which is complained of, apply to the Board, setting forth his objections to the location of the proposed line, and the Board shall, if it considers sufficient cause therefor exists, appoint a disinterested engineer, who shall examine the said proposed line, and after hearing the parties he shall confirm or alter the same as may be con-

sistent with the just rights of all parties and of the public. The determination of the engineer approved by the Board, shall, within ten days after his appointment, be made and certified, and such certificates shall be filed in the office of the Registrar for the district or county where the lands are situated.

(5) The said engineer shall be entitled to reasonable fees for each day employed in connection with the said examination and work, together with his actual expenses incurred therein, and the amount shall in the first instance be paid by the person applying for his appointment, but if the proposed route is altered or changed by the engineer, the railway company shall refund to the applicant the amount so paid. Ont. Ry. Act, R.S.O. 1897, 207, s. 10 (3), amended.

Omissions how remedied.

(6) Any omission, misstatement or erroneous description of such lands or of the owners or occupiers thereof, in a map or plan or book of reference, may on application by any party interested and after giving ten days' notice to the owner of the lands, be corrected by the Board on application made to them for that purpose, and if it appears to them that the omission misstatement or erroneous description arose from mistake the Board shall certify the same accordingly.

Contents of certificate.

(7) The certificate shall state the particulars of such omission, and the manner thereof, and shall be deposited in the registry office of the district or county respectively in which such lands are situate and kept in such registry office along with the other documents to which they relate; and thereupon the map or plan or book of reference shall be deemed to be corrected according to such certificates; and the company may construct and lay out the railway in accordance with the certificates. Ont. Ry. Act, R.S.O. 1897, 207, s. 10 (5,

Alterations from original survey.

(8) If any alterations from the original plan or survey are intended to be made in the line or course of the railway, a plan and section in triplicate of such alterations as have been approved of by the Board, on the same scale and containing the same particulars as the original plan and survey, shall be deposited in the same manner as the original plan, and copies of extracts of the plan and section, so far as they relate to the several districts or counties in or through which the alterations have been authorized to be made, shall be deposited in the registry offices of such districts or counties. Ont. Ry. Act, R.S.O. 1897, 207, s. 10 (7).

General provisions respecting plans, etc.

(9) All plans, profiles and books of reference required by law to be deposited by the company with the Board, shall be drawn to such scale, with such detail, upon such materials, and of such character, as the Board may, either by general regulation, or, in any cases, require or sanction, and shall be certified and signed by the president or vice-president or general manager and also by the engineer of the company; and any book of reference required to be so

Must be signed.

deposited, shall be prepared to the satisfaction of the Board. Unless and until such plan, profile and book of reference is so made satisfactory to the Board the Board may refuse to sanction the same, or to allow the same to be deposited with the Board within the meaning of this Act.

Board may refuse unsatisfactory plans.

(10) In addition to such plans, profiles and books of reference, the company shall, with all reasonable expedition, prepare and deposit with the Board, any other, or further plans, profiles, or books of reference of any portion of the railway, or of any siding, station or works thereof, which the Board may from time to time order or require. Dom. Ry. Act, 1903, s. 129.

Further plans Board requires.

(11) The Registrar of Deeds shall receive and retain the copies of the original plans and surveys and books of reference and copies of the plans and sections of alterations, and copies and extracts thereof respectively, and shall permit all persons interested to inspect any of the documents aforesaid, and to make copies and extracts of and from the same, under penalty for default of $4. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 10 (9).

Registrar of Deeds to receive copies of original plan, etc.

(12) A copy of the said maps, plans, profiles and books of reference or portions thereof certified by the Registrar of Deeds or the Secretary shall in all courts be evidence that such original document was so deposited at the time stated and certified, and shall be *prima facie* proof of the original so deposited, and that the same was signed, certified, attested or otherwise executed, by the persons, by whom, and in the manner in which, the same purports to be signed, certified, attested or executed, as shown or appearing by such certified copy, and in the case of a plan, that such plan is prepared according to a scale, and in manner and form sanctioned by the Board. Dom. Ry. Act, 1903, s. 127 (2), amended.

Certified copy of maps, etc., to be taken as evidence.

(12) No deviation of more than one mile from the line of the railway or from the places assigned thereto in the said map or plan and book of reference or plans or sections, shall be made into, through, across, under or over any part of the lands not shewn in such map or plan and book of reference, or plans or sections, or within one mile of the said line and place, save in such instance as are provided for in the special Act.

Line not to deviate more than a mile.

(14) The railway may be carried across or upon the lands of any person on the line, or within the distance from such line as aforesaid, although the name of such person has not been entered in the book of reference through error or any other cause, or although some other person is erroneously mentioned as the owner of or entitled to convey, or is interested in such lands.

Error in the name of a person entered in book of reference.

(15) A map and profile of the completed railway and of the land taken or obtained for the use thereof, shall, within a reasonable time after completion of the undertaking, be made and filed in the office of the Board and like maps of Ont. Ry. Act, R.S.O. 1897, c. 207, s. 10 (11-13).

Map, etc., of railway to be filed in the office of the Board.

the parts thereof located in different counties shall be filed in the registry offices for the registry divisions in which parts are respectively situate.

TAKING OF LANDS WITHOUT THE CONSENT OF THE OWNERS.

Extent of land which may be taken.

60. The lands which may be taken without the consent of the owner:— Dom. Ry. Act, 1903, s. 138.

For right-of-way.

For the right of way shall not exceed one hundred feet in breadth except in places where the rail level is or is proposed to be, more than five feet above or below the surface of the adjacent lands, when such additional width may be taken as shall suffice to accommodate the slope and side ditches;

For stations, etc.

For stations, depots and yards, with the freight sheds, warehouses, wharves, elevators and other structures for the accommodation of traffic incidental thereto, shall not exceed one mile in length by five hundred feet in breadth, including the width of the right of way.

Corporation, etc., may convey lands.

61.—(1) All corporations and persons whatever, tenants in tail or for life, guardians, executors, administrators, and all other trustees whatsoever, not only for and on behalf of themselves, their heirs and successors, but also for and on behalf of those whom they represent, whether infants, issue unborn, lunatics, idiots, *femes covert*, or other persons, seized, possessed of or interested in any lands, may contract for, sell and convey unto the company all or any part thereof. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 13.

Limitation of powers in certain cases.

(2) The powers by the preceding subsection conferred upon rectors in possession of glebe lands, ecclesiastical and other corporations, trustees of land for church and school purposes or either, shall only extend and be exercised with respect to any such lands actually required for the use and occupation of the company. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 14.

Effect of sale under preceding section.

62. Any contract, agreement, sale, conveyance and assurance made under the preceding section shall be valid and effectual in law to all intents and purposes whatsoever, and shall vest in the company receiving the same, the fee simple in the lands in such deed described, freed and discharged from all trusts, restrictions and limitations whatsoever, and the corporation or person so conveying is hereby indemnified for what it or he respectively does by virtue of or in pursuance of this Act. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 15.

Disposition of purchase money.

63. The company shall not be responsible for the disposition of any purchase money for lands taken by it for its purposes, if paid to the owner of the land or into Court. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 12.

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64. Any contract or agreement for the sale to the company of any lands made by any person authorized by this Act to convey lands, and made before the deposit of the map or plan and book of reference, and before the setting out and ascertaining of the lands required for the railway, shall, if duly registered in the proper Registry Office, be binding upon subsequent purchasers of such lands at the price agreed upon for the same lands, if they are afterwards so set out and ascertained within one year from the date of the contract or agreement, and although such land may, in the meantime have become the property of a third party; and possession of the land may be taken, and the agreement and price may be dealt with, as if such price had been fixed by an award of arbitrators as hereinafter provided, and the agreement shall be in the place of an award. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 16, amended; Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 32.

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65. All corporations or persons who cannot in common course of law sell or alienate any lands so set out and ascertained, shall agree upon a fixed annual rent as an equivalent, and not upon the principal sum, to be paid for the lands; and if the amount of the rent is not fixed by voluntary agreement or compromise, it shall be fixed and all proceedings shall be regulated in the manner herein prescribed; and for the payment of the said annual rent, and every other annual rent agreed upon or ascertained, and to be paid for the purchase of any lands, or for any part of the purchase money of any lands, which the vendor agrees to leave unpaid, the railway and the tolls thereon shall be liable and chargeable in preferance to all other claims and demands thereon whatsoever, the deed creating such charge and liability being duly registered in the registry office of the proper registration district.

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66. After ten days from the deposit of the map or plan and book of reference, and from notice thereof in at least one newspaper, if there is any, published in each of the counties through which the railway is intended to pass, application may be made to the owners of lands which may suffer damage from the taking of materials or the exercise of any of the powers granted for the railway, and thereupon, agreements and contracts may be made with such owners touching the said lands, or the compensation to be paid for the same, or for the damages, or as to the mode in which such compensation shall be ascertained, as may deem expedient to both parties, and in case of disagreement between them shall be settled as in section 68 mentioned. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 17.

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67. The deposit of a map or plan and book of reference, and the notice of the deposit, shall be deemed a general notice to all such persons as aforesaid of the lands which will be required for the railway and works. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 19.

Notice to opposite party.

68.—(1) A notice shall be served upon the owner which shall contain:—

(*a*) A description of the lands to be taken, or of the powers intended to be exercised with regard to any lands (describing them):

(*b*) A declaration of readiness to pay some certain sum or rent, as the case may be, as compensation for such lands or for such damages; and

(*c*) The name of a person to be appointed as the arbitrator of the company, if the offer be not accepted.

(2) The notice shall be accompanied by the certificate of an Ontario Land Surveyor, disinterested in the matter and not being the arbitrator named in the notice to the following effect:—

(*a*) That the land (if the notice relates to the taking of land,) shewn on the map or plan, is required for the railway, (or is within the limits of deviation by this Act allowed;)

(*b*) That he knows the land, or the amount of damage likely to arise from the exercise of the powers; and

(*c*) That the sum so offered is, in his opinion, a fair compensation for the land, and for the damages as aforesaid.

If the party is absent or unknown.

(3) If the owner is absent from the district or county in which the lands lie, or is unknown, then upon application to a Judge of the County Court of the County in which the lands lie, accompanied by such certificate as aforesaid, and by an affidavit of some officer of the company that such owner is so absent, or that, after diligent inquiry, the owner on whom the notice ought to be served cannot be ascertained, the Judge shall order a notice as aforesaid, but without such certificate, to be inserted three times in the course of one month in some newspaper published in the said county.

Provision when the County Judge is interested in lands required for any railway.

(4) Where a Judge of a County Court is interested in lands taken or required within the county in which he is a Judge, by any company, for railway purposes, a Judge of the High Court shall, on application of the company, exercise in such case all the powers given to a Judge of a County Court by the provisions of this section in cases in which such Judge of a County Court is not interested.

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(5) If within ten days after the service of the notice, or within one month after the first publication thereof as aforesaid, the person served does not notify the company of his acceptance of the sum offered by it, or notify it of the name of a person whom he appoints as arbitrator, the Judge shall, on the application of the company, appoint an Ontario Land Surveyor, to be sole arbitrator for determining the compensation to be paid as aforesaid.

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(6) If the opposite party within the time aforesaid, notifies the company of the name of his arbitrator, the two arbitrators shall jointly appoint a third, or if they cannot agree upon a third, the Judge shall, on the application of the party or of the company (previous notice of at least one clear day having been given to the other party), appoint a third arbitrator. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 20 (1-6).

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(7) If lands have been entered on and taken by the company with or without the license of the person in possession thereof and without any agreement as to the compensation to be paid therefor or if the lands, though not taken, are injuriously affected by or through the construction of the railway, any owner or person interested in such lands shall have the right to commence proceedings to ascertain the compensation to which he is entitled in respect of the lands so taken or injuriously affected, by giving to the company notice in writing of the name of a person to be appointed as his arbitrator, the description of the lands taken or injuriously affected, and the amount of compensation or damages claimed by him, and thereupon like proceedings shall be taken to ascertain such compensation as are prescribed in cases where the company commences proceedings. Ont. Elec. Ry. Act, R.S.O. 1897, c. 209, s. 35 (6).

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(8) The arbitrators, besides awarding to the owner the amount which they find to be the value of the land, shall state what they find to be the total amount to be paid to compensate the owner for damages. Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 35 (8).

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(9) The arbitrators, or any two of them, or the sole arbitrator, being sworn before a Justice of the Peace or commissioner empowered to take affidavits, faithfully and impartially to perform the duties of their office, shall proceed to ascertain the compensation in such a way as they or he, or a majority of them, deem best; but no award shall be made or any official act be done by the majority, except at a meeting held at a time and place at which the other arbitrator has had at least one clear day's notice, or to which some meeting at which the third arbitrator was present, had been adjourned; and no notice to either of the parties shall be necessary, but each party shall be held sufficiently notified through the arbitrator appointed by him, or whose appointment he required. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 20 (7).

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(10) In any arbitration under this Act the costs of the arbitration shall be in the discretion of the arbitrator or arbitrators and if they are to be borne by the opposite New.

party to the company may be deducted from the compensation awarded, and in any case they may if not agreed upon be fixed by the arbitrator or arbitrators or taxed by one of the taxing officers of the Supreme Court of Judicature.

Arbitrators may examine on oath.

(11) The arbitrators, or a majority of them, or the sole arbitrator, may examine on oath or solemn affirmation the parties, or such witnesses as appear before him or them, and may administer such oath or affirmation.

Parties to arbitrations may obtain subpœnas.

(12) Any party to an arbitration under this Act may, without leave or order, obtain and issue out of the High Court, upon *præcipe*, setting forth the names of the witnesses to be subpœnaed, the names of the arbitrators, and the place and time of meeting, a subpœna commanding the attendance for examination of any witness, and also the production of any document to or before the arbitrator or arbitrators, and at the time and place mentioned in such subpœna; and the disobedience of such subpœna shall be deemed a contempt of court, and shall be punishable in the same manner and to the like extent as in the case of subpœnas issued in a civil case.

Disobedience thereto to be contempt of Court.

Fees and conduct money.

(13) The like fees shall be payable for such subpœnas as in the case of subpœnas issued in civil cases, and the witnesses shall be entitled to the like conduct money. Ont. Ry. Act R.S.O. 1897, c 207, s. 20 (9-12)

Evidence to be taken in writing.

(14) The evidence shall be taken down in writing, and after making their award the arbitrators shall forthwith deliver or transmit by registered letter, at the request of either party in writing the depositions, together with the exhibits referred to therein, and all papers connected with the reference, except the award, to the central office of the High Court of Justice with the proper stamps (which shall be furnished by the party making the request) to be filed with the Records of the Court. Dom. Ry. Act, 1903, s. 163 (3 amended.

Depositions transmitted to central office.

Time within which award must be made.

(15) The Judge by whom a third arbitrator or sole arbitrator is appointed, shall, at the same time, fix a day on or before which the award shall be made. Ont. Ry. Act, R.S.O. 1897, c 207, s. 20 (14).

Arbitrator dying, etc.

(16) If the arbitrator appointed by the Judge, or if any arbitrator appointed by the parties, dies before the award has been made, or is disqualified, or refuses or fails to act within a reasonable time, or refuses or neglects to make his award within the time fixed, then, in the case of the arbitrator appointed by the Judge, upon the application of either party, such Judge being satisfied by affidavit or otherwise of such death, disqualification, refusal or failure, may appoint another arbitrator in his place, and the company and party respectively may each appoint an arbitrator in the place of his arbitrator deceased or not acting as aforesaid, but no recommencement or repetition of prior proceedings shall be required in any case, provided that the proceedings may be commenced *de novo* if the majority of the arbitrators so order. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 20 (15).

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(17) Any notice given or proceedings commenced may prior to the making of the award be abandoned and new notice given, with regard to the same or other lands, to the same or any other party, but in such case, the liability to the party first notified for all damages or costs by him incurred in consequence of the giving of the first notice shall continue; provided, however, that the right to abandon proceedings shall not be exercised more than once. Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 35 (17), amended.

ards not led for t of form.

(18) No award made as aforesaid shall be invalidated by reason of any want of form or other technical objection, if the requirements of this Act have been complied with, and if the award states clearly the sum awarded, and the lands or other property, right or thing for which such sum is to be the compensation, nor shall it be necessary that the person or persons, to whom the sum is to be paid, be named in the award.

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(19) Any party to the arbitration may, within one month, after receiving a written notice from one of the arbitrators of the making of the award, appeal therefrom upon any question of law or fact to a Judge of the High Court and upon the hearing of the appeal the Judge shall, if the same is a question of fact, decide the same upon the evidence, as in a case of original jurisdiction.

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(20) Upon such appeal the practice and proceedings shall be, as nearly as may be, the same as upon an appeal from an Official Referee under *The Arbitration Act*, subject to any General Rules or Orders to be from time to time made under *The Judicature Act*.

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(21) The right of appeal hereby given shall not affect the existing law or practice as to setting aside awards.

session y be taken payment or der, etc., of n awarded.

(22) Upon payment or legal tender of the compensation or annual rent so awarded or agreed upon as aforesaid to the person entitled to receive the same, or upon the deposit of the amount of such compensation in the manner hereinafter mentioned, the award or agreement shall vest in the company the power forthwith to take possession of the lands, or to exercise the right, or to do the thing for which such compensation or annual rent has been awarded or agreed upon; and if any resistance or forcible opposition is made by any person to their so doing, the Judge of the county in which the lands lie, or any Judge of the High Court of Justice may, on proof to his satisfaction of such award or agreement, issue his warrant to the sheriff of the district or county, as he may deem most suitable, to put the company in possession, and to put down such resistance or opposition, which the sheriff, taking with him sufficient assistance, shall accordingly do. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 20 (19-23).

(23) The warrant may also be granted by such Judge without the award or agreement, on affidavit to his satisfaction that the immediate possession of the lands or of the power to do the thing mentioned in the notice, is neces- Ont. Ry. Act, R.S.O. 1897, c. 207, s. 20 (24) part.

sary to carry on some part of the railway with which the company is ready forthwith to proceed.

When warrant of possession may issue before award.

(24) The Judge shall not grant any warrant under the next preceding subsection, unless ten days' previous notice of the time and place when and where the application for such warrant is to be made has been served upon the owner of the land or the person empowered to convey the land, or interested in the land sought to be taken, or which may suffer damage from the taking of materials sought to be taken, or the exercise of the powers sought to be exercised, or the doing of the thing sought to be done, by the company: and unless the company gives security to his satisfaction by payment into court of a sum in his estimation sufficient to cover the probable compensation and costs of the arbitration, and not less than double the amount mentioned in the notice served under subsection (1) of this section. Dom. Ry. Ac 1903, s. 171.

Procedure upon application for such warrant.

Deposit of compensation.

Costs of application.

(25) The costs of any such application to, and of any such hearing before, the judge, shall be in the discretion of the Judge, and no part of such deposit or of any interest thereon shall be repaid, or paid to such company, or paid to such owner or party, without an order from the judge, which he may make in accordance with the terms of the award. Dom. Ry. Ac 1903, s. 172.

When compensation to stand in the place of the land.

(26) The compensation for any lands which may be taken without the consent of the owner shall stand in the stead of such lands; and any claim to or incumbrance upon the said lands, or any portion thereof, shall, as against the company, be converted into a claim to the compensation, or to a like proportion thereof and it shall be responsible accordingly whenever it has paid the compensation, or any part thereof, to a party not entitled to receive the same, saving always its recourse against such party.

As to incumbrances, etc., upon lands, etc., purchased or taken.

(27) If the company has reason to fear any claim or incumbrance, or if any person to whom compensation or annual rent, or any part thereof is payable, refuses to execute the proper conveyance and guarantee, or if the person entitled to claim the same cannot be found, or is unknown to the company, or if for any other reason the company deems it advisable, the company may, by leave of a Judge of the High Court of Justice, pay the compensation into the office of the Accountant of the Supreme Court of Judicature, together with interest thereon for six months, and with such further sum if such Judge so directs as may, in the opinion of such Judge, be sufficient to cover the expenses of advertising and the costs that may be incurred in consequence of such payment into Court, and may deliver to the said Accountant an authentic copy of the conveyance, or of the award or agreement if there be no conveyance, and such award or agreement shall thereafter be deemed to be the title of the company to the land therein mentioned.

at notice to published.

(28) A notice, in such form and for such time as a Judge of the High Court may order shall be inserted in some newspaper if there is any published in the county in which the lands are situate, which shall state that the title of the company, that is, the conveyance, agreement or award, is under this Act, and shall call upon all persons entitled to the land, or to any part thereof, or representing any persons so entitled, to file their claims to the compensation or any part thereof, and all such claims shall be received and adjudicated upon by the Court, and the said proceedings shall forever bar all claims to the lands, or any part thereof, including dower, as well as all mortgages and encumbrances upon the same; and the Court shall make such order for the distribution, payment or investment of the compensation, and for the securing of the rights of all parties interested as may be proper.

whom costs be paid.

(29) The costs of such proceedings shall be paid by such party as the Court may order.

ien interest be returned or paid by company.

(30) If such order of distribution as aforesaid is obtained in less than six months from the payment of the compensation into Court, the Court shall direct a proportionate part of the interest to be returned to the company; and if from any error, fault or neglect of the company, it is not obtained until after the six months have expired, the Court shall order the company to pay to the proper claimants the interest for such further period as may be right. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 20 (25-29), amended.

Gravel Pits, etc.

quiring terials for struction.

69.—(1) When stone, gravel, earth, sand or water is or are required for the construction or maintenance of the railway or any part thereof, the company may in case it cannot agree with the owner of the lands on which the same are situate for the purchase thereof, cause an Ontario land surveyor to make a map and description of the property so required, and it shall serve a copy thereof, with its notice of arbitration, as in case of acquiring the roadway, and the notice of arbitration, the award and the tender of compensation shall have the same effect as in case of arbitration for the roadway, and all the provisions of this Act, as to the service of the said notice, arbitration, compensation, deeds, payment of money into court, the right to sell, the right to convey, and the parties from whom the land may be taken, or who may sell, shall apply to the subject matter of this section, as to the obtaining materials as aforesaid, and such proceedings may be had by the company either for the right to the fee simple in the land from which said materials shall be taken, or for the right to take materials for any time it shall think necessary, the notice of arbitration, in case arbitration is resorted to, to state the interest required. (See Hamilton, Guelph & North Shore Ry., 5 Edw. VII., c. 93, s. 45).

Siding to gravel pit.

(2) When said gravel, stone, earth, sand or water shall be taken under the preceding subsection of this section at a distance from the line of the railway the company may lay down the necessary sidings and tracks over any lands which may intervene between the railway and the lands on which said materials shall be found, whatever the distance may be; and all the provisions of this Act, except such as relate to filing plans and publication of notice, shall apply and may be used and exercised to obtain the right of way from the railway to the land on which such materials are situated, and such right may be so acquired for a term of years or permanently as the company may think proper, and the powers in this and the preceding section may at all times be exercised and used in all respects after the railway is constructed for the purpose of repairing and maintaining the said railway.

Switches and Sidings to Industries.

Expropriation with consent of municipality in certain cases.

70.—(1) In case the council of a municipality by by-law declares that it is desirable and expedient that an elevator or manufactory or other industry or business should have a siding or switch from any railway to the premises of such elevator, manufactory, industry or business, and that the company should have powers of expropriation for the purpose of securing, within the limits of the municipality, the necessary right of way for that purpose as set forth in the by-law, and if the Board certifies that the building of the proposed siding or switch across the lands as set forth in the by-law will be for the advantage or convenience of the public, the company, upon the registration by the council of the by-law and certificate in the proper Registry Office, shall in respect of the said lands, possess the powers of expropriation conferred by this Act. Provided, however, that no such by-law shall be passed by the council of any municipality until all owners of lands, across which the proposed siding or switch is to run, have had at least one week's previous notice in writing of the time when such by-law is to be considered by the said council.

Ont. Ry. Act R.S.O.1897, s. 207, s. 20 (3), amended.

Proviso.

Tracks, etc., not to be used for other purposes

(2) The tracks of the siding or switches constructed or laid by the company under this section shall not be used for any purpose other than for the purposes mentioned, except by leave of the Board and subject to such terms and conditions as the Board sees fit to impose.

Dom. Ry. 1903, s. 141 amended.

Purchase of More Land than Necessary.

When company may purchase whole of any lot of land traversed.

71. Whenever the company can purchase a larger quantity of land from any particular owner at a more reasonable price, on the average, or on more advantageous terms, than it could obtain the portion thereof which it may take from him without his consent, it may purchase such larger

Dom. Ry. 1903, s. 142 amended.

quantity, and upon such purchase may sell and dispose of any part thereof which may be unnecessary for the undertaking.

Snow Fences, Etc.

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72. Every company may, on and after the first day of November, in each year, enter into and upon any lands of His Majesty, or of any person, lying along the route or line of the railway, and may erect and maintain snow fences thereon, subject to the payment of such damages, if any, as are thereafter established, in the manner provided by this Act, to have been actually suffered; but every snow fence so erected shall be removed on or before the first day of April then next following. Dom. Ry. Act, 1903, s. 143.

Use of Adjacent Lands During Construction.

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73. The company, either for the purpose of constructing or repairing its railway or for the purpose of carrying out the requirements of the Board, or in the exercise of the powers conferred upon it by the Board, may enter upon any land which is not more than six hundred feet distant from the centre of the located line of the railway, and may occupy the said land as long as is necessary for the purposes aforesaid; and all the provisions of law at any time applicable to the taking of land by the company, and its valuation, and the compensation therefor, shall apply to the case of any land so required; but before entering upon any land for the purposes aforesaid, the company shall, in case the consent of the owner is not obtained, pay into Court, such sum, with interest thereon for six months, as is, after two clear days' notice to the owner of the land, or to the person empowered to convey the same, or interested therein, fixed by a judge of the High Court. Such deposit shall be retained to answer any compensation which may be awarded the person entitled thereto, and may upon order of a judge of such court be paid out to such person in satisfaction *pro tanto* of such award; the surplus, if any, thereafter remaining shall by order of the judge, be repaid to the company, and any deficiency therein to satisfy such award shall be forthwith paid by the company to the person entitled to compensation under such award. Dom. Ry. Act, 1903, s. 140.

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Proceedings where more Ample Space is required.

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74.—(1) Should the company require, at any point on the railway, more ample space than it then possesses or may take under this Act, for the convenient accommodation of the public, or the traffic on its railway, or for protection against snowdrifts, it may apply to the Board for authority to take the same, for such purposes, without the consent of the owner. Dom. Ry. Act, 1903, s. 139.

Proceedure thereon.

Notice.

(2) The company shall give ten days' notice of such application to the owner or possessor of such lands, and shall furnish copies of such notices, with affidavits of the service thereof, to the Board upon such application.

What application must include.

(3) The company, upon such application, shall also furnish to the Board, in duplicate,—

(*a*) A plan, profile and book of reference of the portion of the railway affected, showing the additionoal lands required, and certified as provided in section 59 of this Act.

(*b*) An application, in writing, for authority to take such lands, certified and signed by any of the officers mentioned in subsection 9 of section 59 of this Act, referring to the plan, profile and book of reference, specifying definitely and in detail the purposes for which each portion of the lands are required, and the necessity for the same, and showing that no other land suitable for such purposes can be acquired at such place on reasonable terms and with less injury to private rights.

Authority from Board.

(4) After the time stated in the aforementioned notices, and the hearing of such parties interested as may appear, the Board may, in its discretion, and upon such terms and conditions as the Board deems expedient, authorize in writing the taking, for the said purposes, of the whole or any portion of the lands applied for. Such authority

Deposit with Board

shall be executed in duplicate, one to be filed with the plan, profile, book of reference, application and notices with the Board, and the other, with the duplicate plan, profile, book of reference and application, to be delivered to the company.

Deposit with registrar of deeds.

(5) Such duplicate authority, plan, profile, book of reference and application, or copies thereof certified as such by the Secretary shall be deposited with the registrars of deeds of the districts or counties, respectively, in which such lands are situate.

Sections of Act to apply.

Exceptions.

(6) All the provisions of this Act applicable to the taking of lands for the right of way, or main line, of the railway without the consent of the owner of such lands, shall apply to the lands authorized to be taken under this section.

CONSTRUCTION OF THE RAILWAY.

Gauge.

Gauge.

75. The tracks of every railway and street railway, the construction of which railway or street railway shall be commenced after the coming into force of this Act, shall be of the standard gauge of four feet eight and one-half inches, unless the Board upon the application of the railway or street railway company about to commence construction as aforesaid shall otherwise order. New.

Trains, Cars and Appliances.

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76.—(1) In all trains there shall be an apparatus or appliance to provide immediate communication between the conductor while in any car of any passenger train, and the engine driver or motor man.

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(2) All brakes shall be of such design and construction as to check at will the speed of the train, and bring the same safely to a standstill, as expeditiously as possible, and on all the trains carrying passengers the system of brakes shall comply with the following requirements:—

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(*a*) The brakes shall be continuous and must be instantaneous in action, and capable of being applied at will by the motor man, engine driver, conductor or brakeman;

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(*b*) The brake must be self-applying in the event of any failure in the continuity of its action;

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(3) All couplers shall be such as to securely couple and connect the cars composing the train, and to attach the engine or locomotive to such train, automatically by impact, and which can be uncoupled without the necessity of men going in between the ends of the cars; Dom. Ry. Act, 1903, s. 211, part (1) amended

freight to be ided with ers, etc.

(4) All box freight cars of the company built after the passing of this Act, shall be equipped with the following attachments for the security of railway employees:—

(*a*) Outside ladders, on two of the diagonally opposite ends and sides of each car, projecting below the frame of the car, with one step or rung of the ladder below the frame, the ladders being placed close to the ends and sides to which they are attached;

(*b*) Hand grips placed anglewise over the ladders of each box car and so arranged as to assist persons in climbing on the roof by means of the ladder.

to be pped with attach- ts before

(5) All cars built prior to the passing of this Act shall be fitted with such attachments before the first day of January, 1907, provided that, if there is at any time any other improved side attachment which, in the opinion of the Board, is better calculated to promote the safety of the train hands, then the Board may require any of such cars not already fitted with the side attachments first mentioned, to be fitted with the said improved attachment.

ght of v-bars.

(6) Every company shall adopt and use upon all its rolling stock such height of draw-bars as the Board determines in accordance with any standard from time to time adopted by competent railway authorities.

guards nst fire in

(7) Every passenger, baggage, mail and express car, which is owned or regularly used on any railway in this Province, in which heating apparatus may be placed; shall be provided with such safeguards against fire as the Board in writing shall from time to time approve. Mass. Ry. law, p. 67, s. 211.

Train equipment to be provided.

(8) Every company shall provide and cause to be used on all trains such modern and efficient locomotives, motors, cars and carriages, apparatus, appliances and means as may be required or ordered by the Board, and the company shall alter such locomotives, motors, cars and carriages, apparatus, appliances and means or renew the same from time to time as the Board may order. New.

Penalty for non-compliance.

(9) Every company which fails to comply with any of the provisions of this section, shall forfeit to His Majesty, a sum not exceeding two hundred dollars, for every day during which such default continues, and shall, as well, be liable to pay to all such persons as are injured by reason of the non-compliance with these provisions, or to their representatives, such damages as they are legally entitled to, notwithstanding any agreement to the contrary with regard to any such person: Provided, however, that no proceedings shall be instituted to enforce or recover any forfeiture to His Majesty hereunder without the consent of the Board first obtained. Dom. Ry. Ac 1903, s. 211 amended.

Damages.

Agreements to contrary invalid.

Consent to prosecution.

Locomotives to have bells or whistles.

77. Every locomotive, engine and electric locomotive shall be furnished with a bell of at least thirty pounds weight or with a steam or air whistle. Ont. Ry. Ac R.S.O. 1897, 207, s. 41 (8) amended.

Gongs and whistles.

78. Every car which contains a motor or which runs at the head of a train shall be furnished with a gong, to be approved by regulation of the Board, or with an air whistle. Ont. Electric Ry. Act, R.S 1897, c. 209, s. 82 (8) amended.

Protection of conductors and motormen.

79.—(1) All cars in use for the transportation of passengers in November, December, January, February, March and April in each year, which, while in motion, require the constant care or service of a motorman upon the platforms of the car or upon one of them, shall have their platforms so enclosed as to protect the motormen from exposure to wind and weather in such manner as the Board shall approve. Mass. Ry. la p. 115, s. 56. amended.

(2) All companies operating their cars without rear end vestibules shall allow the conductors employed on such cars to stand inside the cars so far as is consistent with the proper performance of their duties during the said period.

(3) Every motor car built after the passing of this Act designed for carrying passengers upon a railway operated by electricity shall be so constructed that the motorman having the control of the motive power shall be stationed in a compartment into which no person shall be admitted save the officers or employees of the company on duty, and no person other than such officers or employees shall be permitted to occupy any portion of such compartment or vestibule. 2 Edw. VII., c. 27, s. 19, amended.

(4) Any company offending against the provisions of this section shall be liable to a penalty of one hundred dollars

for each offence and any person offending against the provisions of this section is liable on summary conviction to a fine of not less than two dollars nor more than fifty dollars or imprisonment for not more than one month with or without hard labour or both.

(5) This section shall only apply to railways operated by electricity, and street railways.

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80. The Board may by order applicable either generally or in one or more particular cases, alter or modify, any of the requirements of sections 76 to 79 hereof. New.

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81. Railways operated by electricity shall stop at such places in addition to those fixed by the by-laws or regulations of the company as the Board may from time to time by resolution direct and order. New.

n cars.

82.—(1) Open or summer cars, constructed after the first day of January, 1907, for use upon a railway operated by electricity or upon a street railway shall be so arranged or constructed that the seats for passengers will face the front of the car when in motion, and an aisle sufficiently wide to allow the passage of the conductor shall be provided in every such car. New.

steps.

(2) The side steps on such cars shall be so constructed, if practicable, that passengers will be prevented from standing upon the same while the car is in motion.

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(3) This section shall apply only to railways and street railways not yet constructed and to railways and street railways already constructed where the space between the tracks commonly called the devil strip is, in the opinion of the Board, sufficiently wide to allow the cars to be constructed as provided in subsection 1 of this section.

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(4) In all cases of dispute between a railway or street railway company and a municipal corporation or any person making complaint to the Board as to sufficiency of width, practicability of construction of cars or as to any other matter or thing referred to in this section, the Board shall be the final judge, and any order made by the Board as to any such matter shall be carried out and fulfilled by the company and the municipal corporation or either or both of them according to the terms of such order.

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(5) No passenger shall stand upon the side steps of any car for a greater length of time than is necessary to enable him to enter or leave the same, and any person offending against the provisions of this subsection shall incur a penalty of not less than $2 or more than $10 besides costs to be recovered on summary conviction.

The Road Bed and Adjacent Lands.

Frogs, Packing, etc.

Interpretation.

"Packing."

83.—(1) In this section the expression "packing" means a packing of wood or metal, or some equally substantial and solid material, of not less than two inches in thickness, and which, where by this section any space is required to be filled in, shall extend to within one and a half inches of the crown of the rails in use on any such railway, shall be neatly fitted so as to come against the web of such rails, and shall be well and solidly fastened to the ties on which such rails are laid.

Packing of frogs, etc.

(2) The spaces behind and in front of every railway frog or crossing, and between the fixed rails of every switch where such spaces are less than four inches in width, shall be filled with packing up to the under side of the head of the rail.

Packing of wing-rails, etc.

(3) The spaces between any wing rail and any railway frog, and between any guard rail and the track rail alongside of it, shall be filled with packing at their splayed ends, so that the whole splay shall be so filled where the width of the space between the rails is less than four inches; such packing not to reach higher than to the under side of the head of the rail; provided, however, that the Board may allow the filling and packing mentioned in this section to be left out, from the month of December to the month of April in each year, both months included, or between any such dates as the Board by regulation, or in any particular case, determines.

Exception in latter cases.

Oil cups.

(4) The oil cups or other appliances, used for oiling the valves of every locomotive in use upon any steam railway shall be such that no employee shall be required to go outside the cab of the locomotive, while the same is in motion, for the purpose of oiling such valves. Dom. Ry. Act, 1903, s. 230.

Drainage.

Drainage by company.

84.—(1) The company shall in constructing the railway make and maintain suitable ditches and drains along each side of, and across and under the railway, to connect with ditches, drains, drainage works and watercourses upon the lands through which the railway runs, so as to afford sufficient outlet to drain and carry off the water, and so that the then natural, artificial, or existing drainage of the said lands shall not be obstructed or impeded by the railway.

Necessary drainage may be ordered by Board.

(2) Whenever any lands are injuriously affected by reason of the drainage upon, along, across, or under the railway being insufficient to drain and carry off the water from such lands, or whenever any municipality or landowners desires to obtain means of drainage, or the right to Dom. Ry. Act, 1903, s. 196.

lay water pipes or other pipes, temporarily or permanently, through, along, upon, across or under the railway or any works or lands of the company, the Board may, upon the application or complaint of the municipality or landowner, order the company to construct such drainage or lay such pipes, and may require the applicant to submit to the Board a plan and profile of the portion of the railway to be affected, or may direct an inspecting engineer, or such other person as it deems advisable to appoint, to inspect the locality in question and, if expedient, there hold an inquiry as to the necessity or requirements for such drainage or pipes, and to make a full report thereon to the Board; the Board may upon such report, or in its discretion, order how, where, when, by whom, and upon what terms and conditions, such drainage may be effected, or pipes laid, constructed and maintained, having due regard to all proper interests.

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85.—(1) Whenever by virtue of any Act of the Province of Ontario proceedings may be had or taken by any municipality or landowner for any drainage, or drainage works, or for the construction, enlargement, improvement or extension of any ditch or watercourse upon or across the property of any landowner in the Province, proceedings may be had or taken under such Act by such municipality or landowner for the construction, enlargement, improvement or extension of the ditch or watercourse upon and across the railway and lands of the company, at the option of such municipality or landowner, in the place of the proceedings before the Board as in the next preceding section provided, and thereupon such Act shall apply to the lands of the company upon or across which such drainage or other work is required, to the same extent as to the lands of any landowner, subject, however, to any previous order or direction of the Board made or given with respect to drainage of the same lands, and provided that the company shall have the option of constructing the portion of any drain or drainage work, or ditch or watercourse, required to be constructed upon, along, under or across its railway or lands, and in the event of the company not exercising such option, and completing such work within a reasonable time, without any unnecessary delay, such work may be constructed or completed in the same manner as any other portions of such work are to be constructed under the provisions of such Act; provided always that no drainage works or ditch or watercourse shall be constructed or reconstructed upon, along, under or across the railway or lands of the company until the character of such works or the specifications or plans thereof have been first submitted to and approved of by the Board.

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of work.

(2) The proportion of the cost of the drain or drainage works, or of such ditch or watercourse, across or upon the railway to be borne by the company shall in all such cases be based upon the increase of cost of such work caused by the construction and operation of the railway.

Dom. Ry. Act, 1903, s. 197 amended.

Farm Crossings.

Farm crossings.

86.—(1) Every company shall make crossings for persons across whose lands the railway is carried, convenient and proper for the crossing of the railway for farm purposes. In crossing with live stock, such live stock shall be in charge of some competent person, who shall use all reasonable care and precaution to avoid accidents.

Necessary crossings may be ordered by Board.

(2) The Board may, upon the application of any land-owner, order the company to provide and construct a suitable farm crossing across the railway, wherever in any case the Board deems it necessary for the proper enjoyment of his land, on either side of the railway, and safe in the public interest; and may order and direct how, when, where, by whom, and upon what terms and conditions, such farm crossing shall be constructed and maintained. Dom. Ry. Act 1903, s. 198 amended.

Fences, Gates and Cattle-guards.

Fences, etc., to be kept up.

87.—(1) The company shall erect and maintain upon the railway, fences, gates and cattle-guards, as follows:—

Fences to be erected on each side of railway.

(*a*) On each side of all that portion of the railway which is not passing along or across a public highway fences shall be erected and maintained of the height and strength of an ordinary division fence.

Gates.

(*b*) Swing gates in such fences, of the height of the fence, with proper hinges and fastenings, at farm crossings; provided that sliding or hurdle gates, constructed prior to the passing of this Act may be maintained.

Cattle-guards.

(*c*) Cattle-guards, on each side of the highway, at every highway crossing at rail-level by the railway. The railway fences at every such crossing shall be turned into the respective cattle-guards on each side of the highway. This provision shall not apply where a railway is being operated along a public highway.

To be suitable.

(2) Such fences, gates and cattle-guards shall be suitable and sufficient to prevent cattle, horses and other animals from getting on the railway.

Liability of company until cattle-guards erected.

(3) Until such fences, gates and cattle-guards are duly made, the company shall be liable for all damages which may be done by their motors, cars, carriages or trains to cattle, horses or other animals on that part of the railway hereby required to be fenced.

If lands are not settled and inclosed.

(4) Whenever the railway passes through any locality in which the lands on either side of the railway are not improved or settled, and enclosed, the company shall not be required to erect and maintain such fences, gates and cattle-guards unless the Board otherwise orders or directs. Dom. Ry. Act 1903, s. 199; Ont. Electric Ry. Act, R.S. 1897, c. 209, s 42 part (1) (3).

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(5) The persons for whose use farm crossings are furnished shall keep the gates at each side of the railway closed when not in use; and no person, any of whose cattle horses or other animals are killed or injured by any train, owing to the non-observance of this section, shall have any right of action against any company in respect to the same being so killed or injured. Dom. Ry. Act, 1903, s. 200.

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(6) Every person who wilfully leaves any such gate open without some person being at or near it to prevent animals from passing through it on the railway, or who takes down any part of a railway fence, or turns any horses, cattle or other animals, upon or within the inclosure of such railway, except for the purpose of, and while, taking the same across the railway in the manner provided by this Act, or who, except as authorized by this Act, rides, leads or drives any horses, cattle or other animal, or suffers any such horses, cattle or animals to enter upon such railway and within the fences and guards, is liable, on summary conviction, to a penalty of twenty dollars for each offence, and is also liable to the railway company for any damage to the property of the company or for which the company may be responsible by reason of such gate being so left open, or by reason of such fence being so taken down, or by the turning, riding, leading, driving or suffering to enter, upon or within the inclosure of such railway in violation of this section of any horse, cattle or other animals, and no person, any of whose horses, cattle or other animals are killed or injured by any train owing to the non-observance of this section shall have any right of action against any company in respect to the same being so killed or injured. Every person violating the provisions of this section shall in addition to the penalty herein provided be liable to pay any person injured by reason of such violation all damages sustained thereby. Dom. Ry. Act, 1903, s. 201, amended.

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Bridges, Tunnels and other Structures.

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88.—(1) Every bridge, tunnel or other erection or structure, over, through or under which any railway, now or hereafter, passes, shall be so constructed, and, if need be, reconstructed or altered within such time as the Board may order, and shall thereafter be so maintained, as to afford, at all times, an open and clear headway of at least seven feet between the top of the highest freight car used on the railway and the lowest beams, members or portions of that part of such bridge, tunnel, erection or structure, which is directly over the space liable to be traversed by such car in passing thereunder; but in no case shall the space between the rail-level and such beams, members or portions of any such structure, hereafter constructed, be less than twenty-two feet six inches, unless by leave of the Board.

Powers of Board where owners refuse to permit compliance.

(2) If, in any case, it is necessary to raise, reconstruct or alter any bridge, tunnel, erection or structure not owned by the company, the Board, upon application of the company and upon notice to all parties interested, or without any application, may make such order, allowing or requiring such raising, reconstruction or alteration, upon such terms and conditions as to the Board shall appear just and proper and in the public interest.

Board may exempt certain bridges, etc.

(3) The Board may exempt from the operations of this section any bridge, tunnel, erection or structure, over, through or under which no trains are run, except trains operated by electricity and except such as are equipped with air brakes.

Penalty.

(4) Every company or owner shall incur a penalty not exceeding fifty dollars for each day of wilful neglect, omission or refusal to obey the provisions of this section. Dom. Ry. Act 1903, s. 202.

Bridges, etc., over 18 feet long.

89.—(1) With respect to all bridges, tunnels, viaducts, trestles, or other structures, through, over, or under which the company's trains are to pass, the span, or proposed span or spans, or length of which exceeds eighteen feet, the company shall not commence the construction, or reconstruction, of, or any material alteration in, any such bridge, tunnel, vioduct, trestle, or other structure, until leave therefor has been obtained from the Board, unless such construction, reconstruction, or alteration is made in accordance with standard specifications and plans approved by the Board.

Proceedings before construction.

(2) Upon any application to the Board for such leave, the company shall submit to the Board the detail plans, profiles, drawings and specifications of any such work proposed to be constructed, and such other plans, profiles, drawings and specifications as the Board may in any case, or by regulation, require. Dom. Ry. Act 1903, s. 203, part.

Highway Crossings.

Railway on highway.

Consent of municipality.

90.—(1) Subject to the provisions of this Act respecting the operation of railways along highways, the railway may be carried along or across an existing highway upon leave therefor having been first obtained from the Board as hereinafter provided.

No obstruction permitted.

Restoration of highway.

(2) No obstruction of such highway with the works shall be made without turning the highway so as to leave an open and good passage for carriages, and, on completion of the works, restoring the highway to as good condition, as nearly as possible, as it was originally.

Penalty.

(3) Every company which violates the provisions of this section shall incur a penalty of not less than forty dollars for each such violation. Dom. Ry. Act 1903, s. 184, amended.

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91. Whenever the railway crosses any highway at rail-level, whether the level of the highway remains undisturbed or is raised or lowered to conform to the grade of the railway, the top of the rail may, when the works are completed, rise above or sink below the level of the highway to the extent of one inch without being deemed an obstruction, unless otherwise directed by the Board. Dom. Ry. Act, 1903, s. 18.

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92.—(1) Upon any application for leave to construct the railway across an existing highway, or to construct a highway across an existing railway, the applicant shall submit a plan and profile of such crossing, showing the portion of railway or highway affected, to the Board. The Board may by order grant such application upon such terms and conditions as to protection, safety and convenience of the public, as it may deem expedient, or may order that the highway be carried over or under the railway, or be temporarily or permanently diverted, and that such works be executed, watchmen or other persons employed, gates erected or measures taken as under the circumstances appear to the Board best adapted to remove or diminish the danger or obstruction arising or likely to arise therefrom. Dom. Ry. Act, 1903, s. 186, amended.

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(2) The highway at any overhead railway crossing shall not at any time be narrowed by means of an abutment or structure to an extent less than twenty feet, nor shall the clear headway from the surface of the highway to the centre of any overhead structure constructed after the passing of this Act be less than fourteen feet, unless otherwise directed or permitted by the Board. New.

As to existing crossings.

93. Where any railway is already constructed across any highway, the Board may order the company within a specified time to submit to the Board a plan and profile of such portion of the railway, and may, upon such submission, make any order in respect thereto that may to the Board seem proper. Dom. Ry. Act, 1903, s. 187, amended.

All structures must be safely constructed and maintained.

94. Every structure, by which any highway is carried over or under any railway, shall be so constructed, and, at all times, be so maintained, as to afford safe and adequate facilities for all traffic passing over, under or through such structure. Dom. Ry. Act, 1903, s. 189.

Inclination of highway.

95. The inclination of the ascent or descent, as the case may be, of any approach by which any highway is carried over or under any railway, or across it at rail level, shall not be greater than one foot of rise or fall for every twenty feet of the horizontal length of such approach, unless the Board directs otherwise; and a good and sufficient fence shall be made on each side of such approach, and of the structure connected with it, which fence shall be at least four feet six inches is height from the surface of the approach or structure. Dom. Ry. Act, 1908, s. 190.

Fencing approaches.

Signboards at level crossings.

96. Signboards at least twelve feet in height at every highway crossed at rail-level by any railway, shall be erected and maintained at each crossing, and shall have the words "Railway Crossing" painted on each side of the sign board, in letters at least six inches in length, and every company which neglects to comply with the requirements of this section shall incur a penalty not exceeding ten dollars. Dom. Ry. Ac 1903, s. 191, amended.

Penalty.

Railway may be required to repair any level crossing out of repair.

97.—(1) Where a level crossing on any railway is out of repair, the warden, mayor, or reeve of the municipality within whose jurisdiction the crossing is situate, may serve a notice upon the company in the usual manner, requiring the repair to be forthwith made; and if the company does not forthwith make the same, such head of the municipality may transmit a copy of the notice so served to the Board; and thereupon the Board may order an inspection to be made and may appoint an inspector for that purpose who shall with all possible despatch, appoint a day when he will examise into the matter; and he shall, by mail, give notice to the warden, mayor, or reeve, and to the company, of the day he so fixes; and upon the day so named he shall examine the crossing; and a certificate under his hand shall be final on the subject so in dispute between the parties; and if the said Isspector determines that any repairs are required, he shall specify the nature thereof in his said certificate, and direct the company to make the same; and the company shall thereupon, with all possible despatch, comply with the requirements of the certificate; and in case of default, the municipality within whose jurisdiction the said crossing is situate, may make such repairs, and may recover all costs, expenses and outlays in the premises by action against the company in any court of competent jurisdiction, as money paid to the company's use. Ont. Electric Ry. Act, R.S O. 1897, c. 20 s. 102, amende

Inspector's certificate to be conclusive.

Payment of inspectors.

(2) The Inspector shall be entitled to be paid the sum of $10 and actual travelling expenses while engaged on such inspection and in case he finds that any repairs are required he shall be paid by the company, but if he finds that no repairs are required he shall be paid by the municipality whose chief officer served the said notice.

Proviso.

(3) Neither this section nor any proceeding had thereunder shall at all affect any liability otherwise attaching to such company in the premises. New.

Crossings and Junctions.

Railway crossings and junctions.

Power of the Board.

98.—(1) The railway lines or tracks of any company shall not be crossed or joined by or with the railway lines or tracks of any other company until leave therefor has been obtained from the Board as hereinafter provided.

Proceedings on application to Board.

(2) Upon any application for such leave the applicant company shall submit to the Board a plan and profile of such crossing or junction and such other plans, drawings and specifications as the Board may in any case, or by regulation, require.

Order of Board.

(3) The Board may by order grant such application on such terms as to protection and safety as it may deem expedient, may change the plan and profile, drawings and specifications, so submitted and fix the place and mode of crossing or junction, and may direct that the lines and tracks of one company be carried over or under the lines and tracks of the other, and that such works, structures, equipment, appliances and materials be constructed, provided, installed, maintained, used or operated watchmen or other persons employed, and measures taken, as under the circumstances appear to the Board best adapted to remove and prevent all danger of accident, injury or damage, and may determine the amount of damage and compensation, if any, to be paid for any property or land taken or injuriously affected by reason of the construction of such works.

Supervision of works.

(4) The Board may give directions as to supervision of the construction of the works, and order that detailed plans, drawings and specifications of any works, structures, equipment or appliances required, shall, before construction or installation, be submitted to and approved by the Board.

Order authorizing operation.

(5) No trains shall be operated on the lines or tracks of the applicant company over, upon or through such crossing or junction until the Board grants an order authorizing such operation, but the Board shall not grant such order until satisfied that its orders and directions have been carried out, and that the provisions of this section have been complied with. Dom. Ry. Act, 1903, s. 177.

Safety appliances at rail-level crossings.

(6) The Board may order any company to adopt and put in use at any such crossing or junction, at rail level, such interlocking switch, derailing device, signal system, equipments, appliances and materials, as in the opinion of the Board renders it safe for engines and trains to pass over such crossing or junction without being brought to a stop. Dom. Ry. Act, 1903, s. 178.

Application to street railways.

(7) This section shall apply to street railway companies and street railways.

Mines and Minerals.

Mines to be protected.

99. No company shall, without the authority of the Board, locate the line of its proposed railway, or construct the same or any portion thereof, so as to obstruct or interfere with, or injuriously affect the working of, or the access or adit to any mine then open, or for opening which preparations are, at the time of such location, being lawfully and openly made.

Company not entitled to minerals, etc., in lands.

Exceptions.

100. The company shall not be entitled to any mines, ores, metals, coal, slate, mineral oils or other minerals in or under any lands purchased by it, or taken by it under any compulsory powers given it by this Act, unless the same have been expressly purchased; and all such mines and minerals, except as aforesaid, shall be deemed to be excepted from the conveyance of such lands, unless they have been expressly named therein and conveyed thereby. Dom. Ry. Act, 1903, s. 13[illegible] amended.

Mining under or within 40 yards of any railway.

101.—(1) No owner, lessee or occupier of any such mines or minerals lying under the railway or any of the works connected therewith, or within forty yards therefrom, shall work the same until leave therefor has been first obtained from the Board.

Application for leave of Board.

(2) Upon any application to the Board for leave to work any such mine or minerals, the applicant shall submit a plan and profile of the portion of the railway to be affected thereby, and of the mining works or plant proposed to be constructed or operated, affecting the railway, giving all reasonable and necessary information and details as to the extent and character of the same.

Protection and safety of the public.

(3) The Board may grant such application upon such terms and conditions, as to protection and safety of the public, as to the Board may seem expedient, and may order that such other works be executed, or measures taken, as under the circumstances appear to the Board best adapted to remove or diminish the danger arising, or likely to arise, from such mining operations. Dom. Ry. Act, 1903, s. 133

Compensation by company for loss by severance of mine.

102. The company shall, from time to time, pay to the owner, lessee, or occupier of any such mines such compensation as the Board shall order to be paid to such owner, lessee, or occupier for and on account of any severance of the lands lying over such mines by the railway, or of the working of such mines being prevented, stopped or interrupted, or of the same being worked in such manner and under such restrictions as not to prejudice or injure the railway, and also for any minerals not purchased by the company which cannot be obtained by reason of making and maintaining the railway. Ont. Ry. Act, R.S.O. 189[illegible], c. 207, s. 2[illegible] amended.

Power to company to enter mines for purpose of ascertaining whether working endangers railway.

103. If necessary in order to ascertain whether any such mines are being worked, or have been worked, so as to damage the railway or works or in such manner as to be detrimental to the safety of the public using the railway or of the tracks and trains of the company it shall be lawful for the company with the written permission and authorization of the Board after giving twenty-four hours' notice in writing, to enter upon any lands through or near which the railway passes wherein any such mines are being worked, and to enter into and return from any such mines or the works connected therewith; and for that purpose it shall be lawful for them to make use of any apparatus Ont. Ry. Act, R.S.O. 189[illegible], c. 207, s. 26, amended.

of such mines, and to use all necessary means for discovering the distance from the railway to the parts of such mines which are being worked.

104. If the owner, lessee, or occupier of any such mine refuses to allow any person appointed by the company for that purpose to enter into and inspect any such mines or works in manner aforesaid, every person so offending shall, for every such refusal, forfeit to the company a sum not exceeding $100. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 27.

Weeds on Company's Land.

105.—(1) Every company shall cause all cleared land or ground adjoining the railway and belonging to the company to be covered with grass or turf if not already so covered and shall cause all thistles and noxious weeds growing on the right of way and over land of the company adjoining the railway to be cut down or to be rooted out and destroyed each year before the plants have sufficiently matured to seed.

(2) Every company which fails to comply with this section shall incur a penalty of ten dollars for every day during which such company neglects to do anything which it is so required to do.

(3) The mayor, reeve or other head of the municipality in which the land or ground lies may cause all things to be done which the said company is so required to do, and for that purpose may enter, by himself and his assistant or workmen, upon such lands, and the municipality may recover the expenses and charges incurred in so doing, and the said penalty, with costs, in any court of competent jurisdiction, and such expenses, penalty and costs shall be paid to the proper officer of the municipality. Dom. Ry. Act, 1903, s. 238. See also Ont. Ry. Act, R.S.O. 1897, c. 207, s. 107.

Prevention of, and liability for, Fires.

106.—(1) The company shall at all times maintain and keep its right of way free from dead or dry grass, weeds and other unnecessary combustible matter.

(2) Whenever damage is caused to crops, lands, fences, plantations, standing or growing timber or trees or buildings and their contents, by a fire, started by a railway locomotive, the company making use of such locomotive whether guilty of negligence or not, shall be liable for such damage and may be sued for the recovery of the amount of such damage in any court of competent jurisdiction; Provided that if it be shown that the company has used modern and efficient appliances and has not otherwise been guilty of any negligence, the total amount of compensation recoverable under this section, in respect of any one or more claims for damage from a fire or fires Dom. Ry. Act, 1903, s. 239.

started by the same locomotive and upon the same occasion, shall not exceed five thousand dollars, and it shall be apportioned amongst the parties who suffered the loss as the court may determine.

Company has insurable interest.

(3) The company shall have an insurable interest in all such property upon or along its route, for which it may be so held liable, and may procure insurances thereon in its own behalf.

Construction of Road by Sections.

Construction of road by sections.

107. The company is hereby authorized and empowered to take and make the surveys and levels of the lands through which the said railway is to pass, together with the map or plan and book of reference thereof, and of its course and direction, and of the lands intended to be passed over and taken therefor, so far as then ascertained, and to deposit the same as required by the clauses of this Act with respect to plans and surveys, by sections or portions less than the length of the whole railway authorized, of such length as the company may from time to time see fit, so that no one of such sections or portions shall be less than five miles in length, and upon such deposit as aforesaid of the map or plan and book of reference of any and each of such sections or portions of the said railway, all and every of the clauses of this Act, shall apply and extend to any and each of such sections or portions of the said railway as fully and effectually as if the surveys and levels had been taken and made of the lands through which the whole of the said railway is to pass, together with the map or plan and book of reference of the whole thereof, and of its whole course and direction, and of the lands intended to be passed over and taken, and the statement of the whole of the said railway had been taken, made, examined certified and deposited according to the said clauses of this Act. The construction of the railway in sections may be commenced at such point on the line of railway as the directors may determine, but the said work of construction shall be carried on from such point by sections continuing therefrom so as to form at all times one continuous line of railway: provided, however, that the Board may sanction and approve of the construction by sections at different points, and not continuously, along the said line of railway.

Five mile sections may be opened.

108. Whenever any section of the said railway of not less than five miles has been completed, the company may take the steps authorized by section 163 of this Act to be taken before a railway or a portion thereof is opened for the carriage of traffic and, with the permission of the Board as set forth in the said section, the company may open and operate such section as if it were a completed road, and all the sections of this Act applicable thereto shall thereupon apply to the said section as if it were a completed road, and to its operation.

(See London Chatham & Western Ry Co., 5 Edw. VII. c. 97, ss. 10, 11.)

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109. The company shall not commence the construction of the railway, or any section or portion thereof, until the provisions of this Act as to plans and surveys are fully complied with; and shall not make any change, alteration or deviation in the railway, or any portion thereof, until the provisions of subsection 13 of section 59 as to deviations are fully complied with. Dom. Ry. Act, 1903, s. 131, amended.

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110.—(1) Where a railway constructs its tracks along one side of a highway or operates over a highway or railway or street railway crossing by means of a bridge or underneath a highway or railway or street railway crossing by means of a sub-way or tunnel, and in the construction of the approaches to such bridge or tunnel, raises or depresses part of a highway the owner of any land adjoining the portion of the highway upon the side thereof upon which the tracks are so constructed or upon or along which the said bridge or sub-way or tunnel or approaches thereto are constructed shall, if by reason of such construction, his land or the business carried on upon such land is thereby injured or in any way depreciated in value be entitled to receive compensation therefor from the company. New.

(2) The proceedings to obtain such compensation and to determine the amount thereof shall so far as applicable be the same as that provided in this Act in the sections respecting the taking of land without the consent of the owner. New.

(3) Compensation for injury to or depreciation of the value of any such business or land may be awarded by the arbitrators if in their judgment any such injury or depreciation is caused by the existence of the railway notwithstanding that the grade of the highway may not have been changed or altered. New.

(4) Not more than one award of damages shall be made under this section in respect of the same land or business.

(5) This section shall not apply to such portions of any railway as are constructed at the time of the coming into force of this Act, or which may be constructed under agreements existing at the time of the coming into force of this Act. New.

Limitation of Time for Construction.

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111. If the construction of the railway or street railway is not commenced and fifteen per cent. of the amount of the capital stock is not expended thereon within two years after the passing of the special Act, or in case of a railway other than a street railway, if the railway is not finished and put in operation within five years from the passing of such Act, the powers granted by such Act or by this Act shall cease and be null and void as respects so much of the railway as then remains uncompleted. Dom. Ry. Act, 1903, s. 117.

Use of Steam During Construction.

Electric companies may use steam for construction.

112. A company while constructing a line of railway to be operated by electricity on a right of way owned by the company shall have power to use steam as a motive power during such construction and at other times for construction purposes. New.

Contracts for Construction.

Contracts for construction of line, etc.

Payment in stock or bonds.

113.—(1) The directors may enter into a contract or contracts with any individual, corporation or association of individuals for the construction or equipment of the railway or any part thereof, including or excluding the purchase of right of way, and may pay therefor either in part or in whose, either in cash or bonds, or in paid-up stock, and may pay or agree to pay in paid-up stock or in bonds of the said company such sums as they may deem expedient to engineers, or for the right of way, or material, plant or rolling stock, and also for the services of the promoters or other persons who may be employed by the directors for the purpose of assisting the directors and furthering the undertaking, or for the purchase of right of way, material, plant or rolling stock, provided that no such contract shall be of any force or validity unless first authorized by resolution passed by the votes of the shareholders in person or by proxy representing two-thirds in value of the whole amount paid up of the total capital stock of the company then issued and outstanding at a general meeting of the shareholders specially called for the purpose of considering such matters, and the stock so acquired by any person shall for all purposes be deemed to be paid in cash. (See Hamilton, Guelph and North Shore Ry., 5 Edw. VII., c. 93, s. 16.)

Application to street railways.

(2) This section shall apply to street railway companies and street railways. New.

OPERATION OF THE RAILWAY.

Regulations governing the running of Trains.

Trains to start at regular hours.

114. The trains or cars shall start and run at regular hours or at regular intervals to be fixed by public notice, and shall furnish sufficient accommodation for the transportation of all such passengers and goods as are within a reasonable time previous thereto offered for transportation at the place of starting, and at the junctions of other railways, and at usual stopping places, established for receiving and discharging way-passengers and goods from the train on car. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 41 (2).

Passenger stations and train employees to wear badges.

115. Every employee of the company employed in a passenger train or car or at a passenger station, shall wear upon his hat or cap a badge, which shall indicate his office, and he shall not, without such badge, be entitled to Dom. Ry. Act, 1903, s. 216.

demand or receive from any passenger any fare or ticket, or to exercise any of the powers of his office, or to interfere with any passenger or his baggage or property.

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116.—(1) The fare or toll shall be due and payable by every passenger on entering the car, or other conveyance, and every passenger who refuses to pay his fare may, by the conductor of the train and the train servants of the company, be expelled from and put out of the car, with his baggage, at any usual stopping place, or near any dwelling house, as the conductor elects, the conductor first stopping the train and using no unnecessary force. Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 44, part (8); Dom. Ry. Act, 1903, s. 217.

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(2) This section shall apply to street railways.

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117. No person injured while on the platform of a car, or on any baggage, or freight car, in violation of the printed regulations posted up at the time, shall have any claim in respect of the injury, if room inside of the passenger cars, sufficient for the proper accommodation of the passengers, was furnished at the time. Dom. Ry. Act, 1903, s. 218.

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118.—(1) Except by permission of the Board, no passenger train upon a steam railway shall have any freight, merchandise or lumber car in the rear of any passenger car in which any passenger is carried. Dom. Ry. Act, 1903, s. 219.

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(2) Every officer or employee of any company, who directs, or knowingly permits, any freight, merchandise or lumber car, to be so placed, shall be liable on summary conviction to a penalty not exceeding ten dollars.

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119.—(1) A check shall be affixed by the company to every parcel of baggage, having a handle, loop or suitable means for attaching a check thereupon, delivered by a passenger to the company for transport, and a duplicate of such check shall be given to the passenger delivering the same.

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(2) In the cause of excess baggage the company shall be entitled to collect from the passenger, before affixing any such check, the toll authorized under this Act. 1903, s. 220.

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(3) If such check is improperly refused on demand, the company shall be liable to such passenger for the sum of eight dollars, which shall be recoverable in a civil action; Provided that this section shall not apply to any train or car operated by electricity unless the Board so orders. New.

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120. No passenger shall carry, nor shall the company be required to carry upon its railway, gunpowder, dynamite, nitro-glycerine, or any other goods which are of a dangerous or explosive nature; and every person who sends by the railway any such goods without distinctly marking Dom. Ry. Act, 1903, s. 221.

Nature must be marked on outside.
Notice.
Penalty.

their nature on the outside of the package containing the same, and otherwise giving notice in writing to the station agent or employee of the company whose duty it is to receive such goods and to whom the same are delivered, or who carries or takes upon any train any such goods, for the purpose of carriage shall forfeit to the company the sum of five hundred dollars for every such offence.

Company may refuse to carry.
Carriage of such goods.
Penalty.

121. The company may refuse to take any package or parcel which it suspects to contain goods of a dangerous nature, or may require the same to be opened to ascertain the fact; and the company shall not carry any such goods of a dangerous nature, except in cars specially designated for that purpose, on each side of each of which shall plainly appear in large letters the words "dangerous explosives"; and for each neglect to comply with the provisions of this section, the company shall incur a penalty of five hundred dollars.

Dom. Ry. A[illegible] 1903, s. 222

Trains to stop at swing bridges.

122.—(1) When any railway passes over any navigable water, or canal, by means of a draw or swing bridge which is subject to be opened for navigation, every train shall, before coming on or crossing over such bridge, be brought to a full stop and shall not proceed until a proper signal has been given for that purpose, and in default the company shall be liable to a penalty not exceeding four hundred dollars. Any employee failing to comply with the rules of the company as to compliance with the provisions of this subsection shall be liable to the like penalty, or to six months' imprisonment, or to both.

Where safety devices installed Board may otherwise order.

(2) Wherever there is adopted or in use on any railway at any such bridge, an interlocking switch and signal system, or other device which, in the opinion of the Board, renders it safe to permit engines and trains to pass over such bridge without being brought to a stop, the Board may, by order, permit engines and trains to pass over such bridge without stopping, under such regulations, as to speed and other matters, as the Board deems proper.

Dom. Ry. A[illegible] 1903, s. 223

(3) This section shall apply to street railways.

Use of bell and whistle.
Penalty for non-compliance
Damages.
Penalty on employee.

123. When any train is approaching a highway crossing at rail-level (except within the limits of cities or towns where the municipal authority may pass by-laws prohibiting the same), the engine whistle shall be sounded at least eighty rods before reaching such crossing, and then the bell shall be rung continuously until the engine has crossed such highway, or in the case of a car or locomotive operating by electricity an air whistle shall be blown or the gong be sounded continuously for eighty yards before reaching such crossing, and the company shall, for each neglect to comply with the provisions of this section, incur a penalty of eight dollars, and shall also be liable for all damage sustained by any person by reason of such neglect:

Dom. Ry. A[illegible] 1903, s. 224 amended.

and every employee of the company who neglects to comply with this section shall for each offence be subject to a like penalty.

l at rail-y crossings.

124.—(1) No train, engine or motor car shall pass over any crossing where two main lines of railway cross each other at rail-level, until a proper signal has been received by the conductor, engineer or motorman in charge of such train, engine or motor car from a competent person or watchman in charge of such crossing that the way is clear; provided always, that in the case of an electric street railway car crossing any railway track not properly protected, it shall be the duty of the conductor, before crossing, to go forward and see that the track to be crossed is clear, before giving the signal to the motorman, that the way is clear and to proceed.

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(2) Every main track of a branch line is a main line within the meaning of this section, which shall apply, whether the said lines be owned by different companies or by the same company. Dom. Ry. Act, 1903, s. 225 amended.

page of is at rail-l crossings,

(3) Every train shall, before it passes over any such crossing as in this section mentioned, be brought to a full stop; but whenever there is in use, at any such crossing, an interlocking switch and signal system, or other device which, in the opinion of the Board, renders it safe to permit engines and trains or electric cars to pass over such crossing without being brought to a stop, the Board may, by order, permit such engines and trains and cars to pass over such crossing without stopping, under such regulatiions as to speed and other matters as the Board deems proper. Dom. Ry. Act, 1903, s. 226.

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(4) Nothing in this section shall apply to a case in which the Dominion Railway Commission has jurisdiction to make an order and has made an order for the protection of such crossing.

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125. Whenever in any city, town or village, any train is passing over or along a highway at rail-level, and is not headed by an engine or motor car moving forward in the ordinary manner, the company shall station on the then foremost part of the train, a person who shall warn persons standing on, or crossing, or about to cross, the track of such railway; and for every violation of any of the provisions of this section, or of either of the two sections next preceding, the company shall incur a penalty of one hundred dollars. Dom. Ry. Act, 1903, amended, s. 228.

ns must stand on level ings more five utes.

126.—(1) Whenever any railway crosses any highway at rail-level, the company shall not, nor shall its officers, agents, or employees, wilfully permit any engine, tender or car, or any portion thereof, to stand on any part of such highway, for a longer period than five minutes at one time,

or in shunting to obstruct public traffic for a longer period than five minutes at any one time.

Penalty

(2) In every case of a violation of this section, every such officer, agent, or employee who has directly under or subject to his control, management or direction, any engine, tender or car which, or any portion of which, is allowed to stand on such highway, longer than the time specified in this section, is liable on summary conviction to a penalty not exceeding fifty dollars, and the company is also liable for each such violation, to a like penalty; provided always that if such alleged violation is in the opinion of the court excusable, the action for the penalty may be dismissed; and costs shall be in the discretion of the court. Dom. Ry. 1903, s. 22

Where violation excusable.

Sleeping and Parlor Cars.

Sleeping and parlor cars.

127. The company may contract with any person for the hauling by the special or regular trains of the company, of the parlor, drawing-room or sleeping car or cars of such person, in which extra accommodations shall be furnished, for which such person furnishing such parlor, drawing-room or sleeping car or cars, may charge for the carriage and transportation of persons and property therein such reasonable compensation as may be fixed by the Board, for such extra accommodation, in addition to the fare and charges for the carriage and transportation of passengers and property in the ordinary cars of the company. But the company so contracting shall be liable in the same way and to the same extent as if the said car or cars were owned by it, and shall furnish sufficient ordinary cars for the reasonable accommodation of the travelling public. N. Y. Ry. p. 135, amer

Stations.

Accommodation for passengers and freight at stations.

128.—(1) The company shall, according to its powers, furnish, at the place of starting and at the junction of the railway with other railways, and at all stopping places established for such purpose, adequate and suitable accommodation for the receiving and loading of all traffic offered for carriage upon the railway,—and shall furnish adequate and suitable accommodation for the carrying, unloading and delivering of all such traffic,—and shall, without delay, and with due care and diligence, receive, carry and deliver all such traffic, and shall furnish and use all proper appliances, accommodation and means necessary therefor.

Train accommodation.

Duties respecting transportation.

Payment of tolls.

(2) Such traffic shall be taken, carried to and from, and delivered at such places, on the due payment of the toll lawfully payable therefor.

Right of action on default.

(3) Every person aggrieved by any neglect or refusal in the premises shall, subject to this Act, have an action

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therefor against the company, from which action the company shall not be relieved by any notice, condition or declaration or any agreement to the contrary if the damage arises from any negligence or omission of the company or of its servants.

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(4) If in any case such accommodation is not, in the opinion of the Board, furnished by the company, the Board may order the company to furnish the same within such time or during such period as the Board deems expedient, having regard to all proper interests. Dom. Ry. Act, 1903, s. 214.

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(5) No station established by any railway company for the reception or delivery of passengers or property, or both, shall be discontinued without the consent of the Board first had and obtained. New. Founded on N.Y. Ry. law.

plaint of citizens as com- ation.

(6) Upon the written complaint of ten or more persons interested setting forth that any of the provisions of this Act as to station accommodation or stopping places are being violated by the company the Board shall forthwith investigate the complaint. If upon such investigation it is found that such violation exists the Board shall issue an order to the company setting forth the nature of the improvements required and shall direct that the same shall be completed within such time as the Board may think proper. New. Founded on Ohio Ry. law.

Blackboards showing whether Trains on Time.

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129.—(1) Every company, upon whose railway there is a telegraph or telephone line in operation, shall have a blackboard put upon the outside of the station house, over the platform of the station, in some conspicuous place at each station of such company at which there is a telegraph or telephone office; and when any passenger train or car is overdue at any such station, according to the time table of such company, the station agent or person in charge at such station, shall write, or cause to be written, with white chalk on such blackboard, a notice stating, to the best of his knowledge and belief, the time when such overdue train or car may be expected to reach such station; and if there is any further change in the expected time of arrival the station agent or person in charge of the station shall write, or cause to be written on the blackboard in like manner, a fresh notice stating, to the best of his knowledge and belief, the time when such overdue train or car may then be expected to reach such station.

alty for ssion.

(2) Every such company, station agent or person in charge at any station, is, on summary conviction, liable to a penalty not exceeding five dollars for every wilful neglect, omission or refusal to obey the provisions of this section. Dom. Ry. Act, 1903, s. 231.

MUNICIPAL BONUSES AND LOANS.

Aid from municipalities.

130. Any municipality, or any portion of a township municipality, which may be interested in securing the construction of the railway, or through any part of which or near which the railway or works of the company shall pass or be situate may aid the company by giving money or debentures, by way of bonus, gift or loan, or by the guarantee of the municipal corporation, under and subject to the provisions hereinafter contained; provided always, that such aid shall not be given except after the passing of a by-law for the purpose and the adoption of such by-law by the qualified ratepayers of the municipality or portion of the municipality (as the case may be) in accordance with and as provided by law in respect to granting aid by way of bonuses to railways. (See Penetanguishene & Orillia Ry. 5 Edw. VII., c. 105 s. 26.)

Proviso.

Submitting bonus by-law.

131. Such by-law shall be submitted by the municipal council to a vote of the ratepayers in manner following, namely:

(1) The proper petition shall first be presented to the council expressing the desire to aid the railway and stating in what way and for what amount; and the council shall within six weeks after the receipt of such petition by the clerk of the municipality, introduce a by-law to the effect petitioned for, and submit the same to the approval of the qualified voters.

3 Edw. VII c. 19.

(2) In the case of a county municipality, the petition shall be that of a majority of the members of the county council or of fifty resident freeholders in each of the minor municipalities of the county who are qualified voters under *The Consolidated Municipal Act*, 1903, and the amendments thereto.

3 Edw. VII. c. 19.

(3) In the case of other municipalities the petition shall be that of a majority of the council thereof, or fifty resident freeholders, being duly qualified voters under *The Consolidated Municipal Act, 1903,* and amendments thereto as aforesaid.

(4) In the case of a section of a township municipality the petition is to be presented to the council defining the section by metes and bounds, or lots and concessions, and shall be that of a majority of the council of such township municipality, or of fifty resident freeholders in such section of the municipality, being duly qualified voters as aforesaid. (See Penetanguishene & Orillia Ry., 5 Edw. VII., c. 105, s. 27)

Bonus by-law what to contain.

132. Such by-law shall in each instance provide:

(*a*) For raising the amount petitioned for in the municipality or portion of the township municipality, (as the case may be), mentioned in the petition, by the issue of debentures of the county or minor municipality, respec-

tively, and shall also provide for the delivery of the said debentures, or the application of the amount to be raised thereby, as may be expressed in the said by-law.

(*b*) For assessing and levying upon all rateable property lying within the municipality or portion of the township municipality defined in the said by-law (as the case may be), an annual special rate, sufficient to include a sinking fund for the repayment of the said debentures within twenty years with interest thereon, payable yearly or half-yearly, which debentures the respective municipal councils, wardens, mayors, reeves and other officers thereof, are hereby authorized to execute and issue in such cases respectively. (See Penetanguishene & Orillia Ry.,5 Edw.VII., c. 105, s. 28).

ition inst aid m county.

133. In case of aid from a county municipality, fifty resident freeholders of the county may petition the county council against submitting the said by-law, upon the ground that certain minor municipalities or portions thereof, comprised in the said by-law, would be injuriously affected thereby, or upon any other ground ought not to be included therein, and upon deposit by the petitioners, with the treasurer of the county, of a sum sufficient to defray the expenses of such reference, the said council shall forthwith refer the said petition to the Board who shall have power to confirm or amend the said by-law by excluding any minor municipality, or any section thereof, therefrom, and the by-lay so confirmed or amended shall thereupon, at the option of the railway company, be submitted by the council to the duly qualified voters, and in case the by-law is confirmed by the Board the expenses of the reference shall be borne by the petitioners against the same, but if amended, then by the railway company or the county or in such proportions between the company and the county as the Board may order. (See Penetanguishene & Orillia Ry.,5 Edw.VII., c. 105, s. 29).

nor unicipality— eaning of.

134. The term "minor municipality" shall be construed to mean any town not separated from the municipal county, township or incorporated village situate in the county municipality. (See Penetanguishene & Orillia Ry.,5 Edw.VII., c. 105, s. 30.)

posit to be de before law omitted.

135. Before any such by-law is submitted, the railway company shall, if required, deposit with the treasurer of the municipality, a sum sufficient to pay the expenses to be incurred in submitting the said by-law. (See Penetanguishene & Orillia Ry.,5 Edw.VII., c. 105, s. 31.)

uncil to ss by-law if ented to by epayers.

136. In case the by-law submitted be approved of and carried, in accordance with the provisions of the law in that behalf, then within four weeks after the date of such voting it shall be the duty of the municipal council which submitted the same to read the said by-law a third time and pass the same. (See Penetanguishene & Orillia Ry.,5 Edw.VII., c. 105, s. 32.)

ue of bentures.

137. Unless otherwise provided in the by-law, the said council and the mayor, warden, reeve or other officers thereof, within one month after the passing of such by-law, (See Penetanguishene & Orillia Ry.,5 Edw.VII., c. 105, s. 33.)

shall issue or dispose of the debentures provided for by the by-law, and deliver the same, duly executed, to the trustees appointed, or to be appointed under this Act.

Levying rate on portion of municipality.

138. In case any such loan, guarantee or bonus, be so granted by a portion of a township municipality, the rate to be levied for payment of the debentures issued, therefor, and the interest thereon shall be assessed and levied upon such portion only of such municipality. (See Penetang uishene & Oril Ry.,5 Edw.VI c. 105, s. 34.)

Application of provisions of 3 Edw. VII. c. 19.

139. The provisions of *The Consolidated Municipal Act, 1903*, and the amendments thereto, so far as the same are not inconsistent with this Act, shall apply to any by-law so passed by or for a portion of a township municipality, to the same extent as if the same had been passed by or for the whole municipality. (See Penetang uishene & Oril Ry.,5 Edw.VI c. 105. s. 35.)

Councils may extend time for commencement.

140. The councils for all corporations that may grant aid by way of bonus to the company may, by resolution or by-law extend the time for the commencement of the work beyond that stipulated for in the by-law or by-laws granting such aid, from time to time; provided that no such extension shall be for a longer period than one year. (See Penetang uishene & Oril Ry.,5 Edw.VI c. 105, s. 36.)

Councils may extend time for completion.

141. The council of any municipality that may grant aid by way of bonus, to the company, may by resolution or by-law extend the time for the completion of the works (on the completion of which the company would be entitled to such bonus), from time to time, provided that no such extension shall be for a longer period than one year at a time. (See Penetang uishene & Oril Ry.,5 Edw.VI c. 105, s. 37).

Extent of aid from municipalities.

142. Any municipality or portion of a township municipality interested in the construction of the railway of the company may grant aid by way of bonus to the company towards the construction of such railway, notwithstanding that such aid may increase the municipal taxation of such municipality, or portion thereof, beyond what is allowed by law; provided that such aid shall not require the levying of a greater aggregate annual rate for all purposes exclusive of school rates than three cents in the dollar upon the value of the rateable property therein. (See Penetang uishene & Oril Ry.,5 Edw.VII c. 105, s. 38).

Proviso.

Gifts of land.

143. Any municipality through which the railway may pass or in which the railway or part of it is situate is empowered to grant, by way of gift to the company, any lands belonging to such municipality, or over which it may have control, which may be required for right of way, station grounds or other purposes connected with the running or traffic of the railway, and the railway company shall have power to accept gifts of land from any government, or any person or body, corporate or politic, and shall have power, when the same are no (See Penetang-uishene & Oril Ry.,5 Edw.VII c. 105, s. 38).

longer required or necessary for the purposes of the company to sell or otherwise dispose of the same for the benefit of the company.

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144. Whenever any municipality or portion of a township municipality shall grant aid by way of bonus or gift to the company, the debentures therefor shall within six months after the passing of the by-law authorizing the same, be delivered to three trustees to be named, one by the Board, one by the said company, and one by the majority of the heads of the municipalities which have granted bonuses, all of the trustees to be residents of the Province of Ontario; provided that if the said heads of the municipalities shall refuse or neglect to name such trustee within one month after notice in writing of the appointment of the company's trustee, or if the Board shall omit to name such trustee within one month after notice in writing to the Board of the appointment of the other trustees, then in either case the company shall be at liberty to name such other trustee or other trustees; any of the said trustees may be removed and a new trustee appointed in his place at any time by the Board, and in case any trustee dies or resigns his trust, or goes to live out of the Province of Ontario or otherwise becomes incapable of acting, his trusteeship shall become vacant and a new trustee may be appointed by the Board. (See Penetanguishene & Orillia Ry., 5 Edw. VII., c. 105, s. 41.)

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145. The said trustees shall receive the said debentures or bonds in trust, firstly, under the directions of the company, but subject to the conditions of the by-law in relation thereto as to time or manner, to convert the same into money or otherwise dispose of them; secondly, to deposit the debentures or amount realized from the sale in some chartered bank having an office in the Province of Ontario in the name of "The ———— Railway Municipal Trust Account," and to pay the same out to the company from time to time as the company becomes entitled thereto, under the conditions of the by-law granting the said bonus and on the certificate of the chief engineer of the said railway for the time being, in the form set out in Schedule "A" hereto, or to the like effect, which certificate shall set forth that the conditions of the by-law have been complied with, and is to be attached to the cheque or order drawn by the said trustees for such payment or delivery of debentures, and such engineer shall not wrongfully grant any such certificate under a penalty of $500, recoverable in any court of competent jurisdiction by any person who may sue therefor. (See Penetanguishene & Orillia Ry., 5 Edw. VII., c. 102, s. 24.)

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146. The trustees shall be entitled to their reasonable fees and charges from the said trust fund, and the act of any two of such trustees shall be as valid and binding as if the three had agreed. (See Penetanguishene & Orillia Ry., 5 Edw. VII., c. 105, s. 43.)

Mayor, etc., to be *ex officio* a director in certain cases.

147. The mayor, warden, reeve, or other chief officer of such municipal corporation granting a bonus or gift to the company to the amount of $20,000, or upwards, shall be *ex officio* one of the directors of the company, in addition to the number of directors authorized by the special Act, and shall have the same rights, powers and duties as any of the directors of the company. Ont. Electric Ry. Act, R.S. 1897, c. 209, s. 61 (4) amended.

Application to street railways.

148. The sections respecting municipal bonuses and loans, being sections 130 to 147 inclusive, shall apply to street railway companies.

EXEMPTIONS FROM TAXATION.

By-law granting exemption from taxation.

149.—(1) The council of any municipality through any part of which the railway passes, or in which it is situate, may by by-law especially passed for that purpose, exempt the company and its property within such municipality, either in whole or in part from municipal taxation, but not including taxation for school purposes, or fix a certain sum per annum, or otherwise, by way of commutation, or in lieu of all or any municipal rates or taxes, and for such term of years not exceeding twenty-one years as such municipal council may deem expedient, and no such by-law shall be repealed unless in conformity with a condition contained therein. (See Perth and Huron Radial Ry., 5 Edw. VII., c. 106, s. 39.)

Application to street railways.

(2) This section shall apply to street railway companies.

BY-LAWS, RULES AND REGULATIONS.

Company's by-laws respecting—

150. The company may, subject to the provisions and restrictions in this and in the special Act, contained, make by-laws, rules or regulations respecting—

Speed.

(*a*) The mode by which, and the speed at which, any rolling stock used on the railway is to be moved;

Timetables.

(*b*) The hours of the arrival and departure of trains:

Loads.

(*c*) The loading or unloading of cars, and the weights which they are respectively to carry;

Freight regulations.

(*d*) The receipt and delivery of traffic;

Nuisances.

(*e*) The smoking tobacco, expectorating, and the commission of any nuisance in or upon trains, stations or other premises occupied by the company;

Traffic and operation.

(*f*) The travelling upon, or the using or working of, the railway;

Conduct.

(*g*) The employment and conduct of the officers and employees of the company;

Management.

(*h*) The due management of the affairs of the company; and

ngers.

(*i*) The number of passengers to be allowed in cars, their mode of entrance or exit, and the portion of the car or the class of car to be occupied by them. Dom. Ry. Act, 1903, s. 243.

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151. The company may, for the better enforcing the observance of any such by-law, rule or regulation affecting the officers and employees of the company prescribe in such by-law a penalty not exceeding forty dollars for any violation thereof. Dom. Ry. Act, 1903, s. 244. amended.

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152. All by-laws, rules and regulations whether made by the directors or the company shall be reduced to writing to be signed by the chairman or person presiding at the meeting at which they are adopted, have affixed thereto the common seal of the company, and be kept in the office of the company. Dom. Ry. Act, 1903, s. 245.

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153. All such by-laws, rules and regulations, except such as are of a private or domestic nature and do not affect the public generally, shall be submitted to the Board for approval. The Board may sanction them or any of them, or any part thereof, and may from time to time, rescind the sanction of any such by-law, rule or regulation or of any part thereof. Except when so sanctioned no such by-law, rule or regulation shall have any force or effect. Dom. Ry. Act, 1903, s. 246 amended.

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lication of laws, etc.

154. A printed copy of so much of any by-law, rule or regulation, as affects any person, other than the shareholders, or the officers or employees of the company, shall be openly affixed, and kept affixed, to a conspicuous part of every station belonging to the company, so as to give public notice thereof to the persons interested therein or affected thereby.

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155. A printed copy of so much of any by-law, rule or regulation as relates to the conduct of or affects the officers or employees of the company, shall be given to every officer and employee of the company thereby affected. Dom. Ry. Act, 1903, s. 247.

-laws, etc., ding when roved.

156. Such by-laws, rules and regulations when so approved shall be binding upon, and observed by, all persons, and shall be sufficient to justify all persons acting thereunder. Dom. Ry. Act, 1903, s. 248.

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157. If the violation or non-observance of any by-law, rule or regulation, is attended with danger or annoyance to the public, or hindrance to the company in the lawful use of the railway, the company may summarily interfere, using reasonable force, if necessary, to prevent such violation, or to enforce observance, without prejudice to any penalty incurred in respect thereof. Dom. Ry. Ac 1903, s. 247.

Evidence.

158. A copy of any by-law, rule or regulation, certified as correct by the president, secretary or other executive officer of the company, and bearing the seal of the company, shall be evidence thereof in any court. Dom. Ry. Ac 1903, s. 250.

By-laws, etc., to be subject to agreements with municipalities.

159. All by-laws, rules and regulations of a company operating its railway by electricity partially or wholly on a highway or of a street railway company shall be subject to any agreement that may have been made by such company and the municipal corporation owning or maintaining such highway. New.

NOTICES OF BY-LAWS, ETC.

How notice of by-laws or orders may be proved.

160. Notice of any by-law or of any order or notice of the company affecting any officer or employee thereof may be proved by proving the delivery of a copy thereof to such officer or employee, or that such officer or employee signed a copy thereof, or that a copy thereof was posted in some one place where his work or his duties, or some of them, were to be performed. Ont. Ry. Act R.S.O. 1897, c. 207, s. 89.

Application of secs 150-160 to street railways.

161. The sections relating to "By-laws, Rules and Regulations." being sections 150 to 160 inclusive, shall apply to street railways and street railway companies.

INSPECTION OF RAILWAYS.

Inspecting Engineers.

Appointment of inspecting engineers.

162.—(1) Inspecting engineers may be appointed by the Board, subject to the approval of the Lieutenant-Governor in Council.

Duties.

(2) It shall be the duty of every such inspecting engineer, upon being directed by the Board, to inspect any railway, or any branch line, siding or portion thereof whether constructed, or in the course of construction, to examine the stations, rolling stock, rails, road bed, right of way, tracks, bridges, tunnels, trestles, viaducts, drainage, culverts, railway crossings and junctions, highway and farm crossings, fences, gates and cattle-guards, telegraph, telephone, or other lines of electricity, and all other buildings, works, structures, equipment, apparatus, and appliances thereon, or to be constructed or used thereon or such part thereof as the Board, may direct, and forthwith to report fully thereon in writing to the Board. Dom. Ry. Act 1903, s. 206, amended.

Powers of inspection.

(3) Every such inspecting engineer shall be vested with all the powers in regard to any such inspection as are provided in section 49 of *The Ontario and Railway Municipal Board Act, 1906.*

Duties of company respecting inspecting engineers.

(4) Every company, and the officers and directors thereof shall afford to any inspecting engineer such information as is within their knowledge and power, in all matters inquir-

e

ed into by him, and shall submit to such inspecting engineer all plans, specifications, drawings and documents relating to the construction, repair, or state of repair, of the railway, or any portion thereof.

ecting neers may el free.

(5) Every such inspecting engineer shall have the right, while engaged in the business of such inspection, to travel without charge on any of the ordinary passenger trains running on the railway, and to use without charge the telegraph wires and machinery in the offices of, or under the control of, any such company.

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(6) The operators, or officers, employed in the telegraph offices of, or under the control of the company, shall, without unnecessary delay, obey all orders of any such inspecting engineer for transmitting messages; and every such operator or officer, who neglects or refuses so to do, shall for every such offence, be liable on summary conviction, to a penalty of forty dollars.

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(7) The production of his appointment in writing, signed by the Chairman of the Board, or the Secretary, shall be sufficient evidence of the authority of such inspecting engineer.

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(8) Every person who wilfully obstructs any inspecting engineer in the execution of his duty, is liable, on summary conviction, to a penalty not exceeding forty dollars; and in default of payment thereof forthwith, or within such time as the convicting justices or justices of the peace appoint, to imprisonment with or without hard labour for any term not exceeding three months.

Inspection of Line.

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163.—(1) No railway, or any portion thereof, shall be opened for the carriage of traffic, other than for the purposes of the construction of the railway by the company, until leave therefor has been obtained from the Board, as hereinafter provided. Dom. Ry. Act 1903, s 209, amended.

ceedings.

(2) When the company is desirous of so opening its railroad, or any portion thereof, it shall make an application to the Board, supported by affidavit of its president, secretary, engineer or one of its directors, to the satisfaction of the Board, alleging that the railway, or portion thereof, desired to be so opened is in his opinion sufficiently completed for the safe carriage of traffic, and ready for inspection, and requesting the Board to authorize the same to be opened for such purpose.

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pection.

(3) Before granting such application the Board shall direct an inspecting engineer to examine the railway or portion thereof, proposed to be opened, and if the inspecting engineer reports to the Board, after making such examination, that in his opinion the opening of the same for the

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carriage of traffic will be reasonably free from danger to the public using the same, the Board may make an order granting such application, in whole or in part, and may name the time therein for the opening thereof, and thereupon the railway, or such portion thereof as is authorized by the Board, may be opened for traffic in acccordance with such order.

Order of Board.

When opening reported dangerous.

(4) But if such inspecting engineer, after the inspection of the railway, or the portion thereof, shall report to the Board that in his opinion the opening of the same would be attended with danger to the public using the same, by reason of the incompleteness of the works or permanent way, or the insufficiency of the construction or equipment of such railway or portion thereof, he shall state in his report the reasons for such opinion, and the company shall be entitled to notice thereof, and shall be served with a copy of such report and reasons, and the Board may refuse such application, in whole or in part, or may direct a further or other inspection and report to be made.

Notice to be served on company.

Provision for further inspection.

(5) If thereafter upon such further or other inspection or upon a new application under this section, the inspecting engineer reports that such railway, or portion thereof, may be opened without danger to the public, the Board may make the like order as provided in subsection 3 of this section and thereupon the railway, or such portion thereof, as is authorized by the Board, may be opened for traffic in accordance therewith.

Order for opening.

Leave to carry freight traffic.

(6) The Board, upon being satisfied that public convenience will be served thereby, may, after obtaining a report of an inspecting engineer, allow the company to carry freight traffic over any portion of the railway not opened for the carriage of traffic in accordance with the preceding provisions of this section.

Opening without leave of Board.

(7) If any railway, or portion thereof, is opened contrary to the provisions of this section, the company, or person to whom such railway belongs shall forfeit to His Majesty the sum of two hundred dollars for each day on which the same is, or continues open until such order is obtained.

Penalty.

Where railway out of repair.

164.—(1) Whenever the Board receives information that any railway, or any portion thereof, is dangerous to the public using the same, from want of renewal or repair, or insufficient or faulty construction, equipment, or from any other cause, the Board may direct an inspecting engineer to examine the railway or any portion thereof; and upon the report of the inspecting engineer may order any repairs, renewal, reconstruction, alteration or new works, materials or equipment to be made, done or furnished by the company or municipality upon, in addition to, or substitution for, any portion of the railway, which may, from such report, appear to the Board necessary or proper to

Dom. Ry. Act 1903, s. 208.

Inspection.

Board may order repairs, etc.

avoid such danger, and may order that until such repairs renewals, reconstruction, alteration, and work, materials or equipment are made, done and furnished to its satisfaction, no such portion of the railway in respect of which such order is made, shall be used, or used otherwise than subject to such restrictions, conditions and terms as the Board may in such order impose. And the Board may by such order condemn, and thereby forbid further use of, any rolling stock, which, from such report, it may consider unfit to repair or use further.

(2) If, after notice of any such order made by the Board, the company shall use any rolling stock, after the same has been so condemned by the Board, or shall disobey or fail to comply with any order of the Board made under this section, the company shall, for each day on which such order is disobeyed, forfeit to His Majesty the sum of five hundred dollars; and any person wilfully and knowingly aiding and abetting any such violation shall be guilty of an offence, and on summary conviction thereof shall be liable to a penalty of not less than twenty dollars nor more than two hundred dollars.

(3) This section shall apply to street railways:

165.—(1) If in the opinion of any inspecting engineer, it is dangerous for trains to pass over any railway, or any portion thereof, until alterations, substitutions or repairs are made thereon, or that any of the rolling stock should be run or used, the said engineer may, by notice, forthwith, either forbid the running of any train over such railway or portion of railway, or require that the same be run only at such times, under such conditions, and with such precautions, as he, by notice, specifies, and he may forbid the running or using of any such rolling stock by serving upon the company owning, running or using such railway, or any officer having the management or control of the running of trains on such railway, a notice in writing to that effect, with his reasons therefor, in which he shall distinctly point out the defects or the nature of the danger to be apprehended; and for every act of non-compliance therewith such company shall forfeit to His Majesty the sum of two thousand dollars.

(2) The inspecting engineer shall forthwith report the same to the Board which may either confirm, modify or disallow the act or order of such engineer; and notice of such confirmation, modification or disallowance, shall be duly given to the company. Dom. Ry. Act 1903, s. 209.

166. The company shall, as soon as possible after the receipt of any order or notice of the Board affecting any of the officers or employees of the railway or any of the duties of such officers or employees, given cognizance thereof to each of its officers and employees, in one or more of the ways mentioned in section 160 of this Act. Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 104 amended.

What to be deemed sufficient notice thereof.

167. All orders of the Board shall be considered as made known to the company by a notice thereof signed by the chairman or secretary thereof, and delivered to the president, vice-president, managing director, secretary or superintendent of the said company, or at the office of the company. Ont. Electri Ry. Act, R.S 1897, c. 209 s. 105, amend

Inspection not to Relieve from Liability.

Inspection not to relieve company from liability.

168. No inspection had under this Act, and nothing in this Act contained, and nothing done or ordered or omitted to be done or ordered, under or by virtue of the provisions of this Act, shall relieve, or be construed to relieve, any company of or from any liability or responsibility resting upon it by law, either towards His Majesty or towards any person, or the wife or husband, parent or child, executor or administrator, tutor or curator, heir or personal representative, of any person, for anything done or omitted to be done by such company, or for any wrongful act, neglect or default, misfeasance, malfeasance or nonfeasance, of such company, or in any manner or way to lessen such liability or responsibility or in any way to weaken or diminish the liability or responsibility of any such company, under the laws in force in this Province. Dom. Ry. A 1903, s. 242 part.

TOLLS.

By-laws as to.

By-laws to be passed authorizing issue of tariffs of tolls to be charged by the company.

169.—(1) The company or the directors of the company, by by-law or any such officer or officers of the company as are thereunto authorized by by-law of the company or directors may from time to time prepare and issue tariffs of the tolls to be charged, as hereinafter provided, for all traffic carried by the company upon the railway, or in its vessels, and may specify the persons to whom, the place where, and the manner in which, such tolls shall be paid.

To be approved by Board.

(2) All such by-laws shall be submitted to and approved by the Board.

Board may approve in whole or in part or may change.

(3) The Board may approve such by-laws in whole or in part, or may change, alter or vary any of the provisions therein.

No tolls to be charged until by-law approved by Board.

(4) No tolls shall be charged by the company until a by-law authorizing the preparation and issue of tariffs of such tolls has been approved by the Board, nor shall the company charge, levy or collect any money for any services as a common carrier, except under the provisions of this Act. Dom. Ry. A 1903, s. 251 amended.

Collection of Tolls.

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170.—(1) The company shall have the power to collect and receive all charges subject to which goods or commodities may come into their possession, and on payment of such charges by the company without any formal transfer, the company shall have the same lien for the amount thereof upon such goods or commodities as the person to whom such charges were originally due, and shall be subrogated by such payments to all the rights and remedies of such persons for such charges, (See Penetanguishene and Orillia Ry., 5 Edw. VII. c. 105, s. 48).

(2) In case of refusal or neglect of payment on demand of any such tolls, or any part thereof, to such persons, the same may be sued for and recovered in any court of competent jurisdiction, or the agents or servants of the company may seize the goods for or in respect whereof such tolls ought to be paid, and detain the same until payment thereof; and in the meantime, the said goods shall be at the risk of the owners thereof. Ont. Electric Ry. Act, R.S.O. 1897, c. 209, 43 (2).

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(3) If the tolls are not paid within six weeks, and where the goods are perishable goods, if the tolls are not paid upon demand, or if such goods are liable to be destroyed while in the possession of the company by reason of delay in payment or taking delivery by the consignee, the company may advertise and sell the whole or any part of such goods and out of the money arising from such sale retain the tolls payable and all reasonable charges and expenses of such seizure, detention and sale, and shall deliver the surplus, if any, or such of the goods as remain unsold, to the person entitled thereto. Dom. Ry. Act 1903, s. 280 (2).

(4) If any goods remain in the possession of the company unclaimed for the space of twelve months, the company may thereafter, and on giving public notice thereof by advertisement for six weeks in the *Ontario Gazette*, and in such other papers as they deem necessary, sell such goods by public auction at a time and place to be mentioned in such advertisement, and out of the proceeds thereof pay such tolls and all reasonable charges for storing, advertising and selling such goods; and the balance of the proceeds, if any, shall be kept by the company for a further period of three months, to be paid over to any person entitled thereto.

(5) In default of such balance being claimed before the expiration of the period last aforesaid, the same shall be paid over to the Provincial Treasurer to be applied to the general purposes of the Province, unless claimed by the person entitled thereto, within six years of the date of such payment. Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 43 (4, 5).

Passenger Fares on Electric Roads.

Limit of fares on electric railways.

171.—(1) Notwithstanding anything contained in any agreement with any municipal or other corporation or person or any provision contained in any special Act to the contrary, the fares to be taken by the company on a railway operated by electricity for each passenger shall not exceed five cents for any distance not exceeding three miles, and where the distance exceeds three miles then not exceeding two cents per mile or fraction thereof for the distance actually travelled. Children under ten years of age shall be carried for three miles or less for three cents and for an additional distance for half fare, but children in arms shall in all cases be carried free. Ont. Electric Ry. Act, R.S.O. 1897 c. 209, s. 43 (7) amended.

Pupils' tickets.

(2) Pupils under seventeen years of age actually attending school shall be entitled to purchase at any office of the company where tickets are sold on a certificate from their principal teacher that they are *bona fide* pupils attending school eight tickets for twenty-five cents, such tickets to be used only between the hours of eight o'clock and half-past nine in the forenoon, and between half past three and five o'clock in the afternoon, and then only for the purpose of attending and returning from school provided that no such tickets shall entitle any pupil to ride a greater distance than five miles.

Certain agreements not affected.

(3) This section shall not be construed to alter or vary any agreement by which the company is bound to charge a lesser rate of fares for passengers than those mentioned in this section, or to supply a greater number of tickets to pupils attending school or to pupils of a greater age or at different hours for a greater distance than mentioned in this section.

Application to street railways.

(4) This section shall apply to street railways

Section not to apply to companies operating in certain parks.

(5) This section shall not apply to a company whose tariff for passenger fares is subject to the approval of any commissioners in whom are vested any park or lands owned by the Crown for the use of the Public of the Province of Ontario.

BOARD AND MEMBERS OF LEGISLATURE TO BE CARRIED FREE.

Members of Legislature and Board to have free transportation.

172. The company shall furnish free transportation upon any of its trains, for members of the Legislature with their baggage, and also for ahe members of the Board, and for such officers and staff of the Board as the Board may determine, with their baggage and equipment, and shall also, when required, haul free of charge any car provided for the use of the Board. Dom. Ry. Act 1903, s. 275 (amended.

DISCRIMINATION.

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173.—(1) Such tolls may be either for the whole or for any particular portions of the railway; but all such tolls shall always, under substantially similar circumstances and conditions be charged equally to all persons and at the same rate, whether by weight, mileage or otherwise, in respect of all traffic of the same description and carried in or upon a like kind of cars, passing over the same portion of the line of railway; and no reduction or advance in any such tolls shall be made, either directly or indirectly, in favor of or against any particular person or company travelling upon or using the railway.

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(2) The tolls for larger quantities, greater numbers, or longer distances may be proportionately less than the tolls for smaller quantities or numbers, or shorter distances, if such tolls are, under substantially similar circumstances charged equally to all persons. Dom. Ry. Act, 1903, s. 252 (1,2).

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(3) The company may make uniform special rates for the carriage of fruit, milk and other perishable products and commodities. (See Hamilton, Guelph & North Shore Ry. 5 Edw. VII., c. 93, s. 52).

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(4) No toll shall be charged which unjustly discriminates between different localities. The Board shall not approve or allow any toll, which for the like description of goods or for passengers carried under substantially similar circumstances and conditions in the same direction over the same line, is greater for a shorter than for a longer distance, the shorter being included in the longer distance, unless the Board is satisfied that owing to competition, it is expedient to allow such toll. The Board may declare that any places are competitive points within the meaning of this Act.

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(5) No company shall, except in accordance with the provisions of this Act, directly or indirectly pool its freights or tolls with the freights or tolls of any other railway company or common carrier, nor divide its earnings or any portion thereof with any other railway company or common carrier, nor enter into any contract, arrangement, agreement, or combination, to effect, or which may effect, any such result, without leave therefor having been obtained from the Board. Dom. Ry. Act, 1903, s. 252 (3,4.)

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174. All companies shall, according to their respective powers, afford to all persons and companies all reasonable, and proper facilities for the receiving, forwarding and delivering of traffic upon and from their several railways, for the interchange of traffic between their respective railways, and for the return of rolling stock; and no company shall make or give any undue or unreasonable preference or advantage to, or in favour of, any particular person, or company or any particular description of traffic, in any respect whatsoever, nor shall any company by any

unreasonable delay or otherwise howsoever, make any difference in treatment in the receiving, loading, forwarding, unloading, or delivery of the goods of a similar character in favour of or against any particular person, or company, nor subject any particular person or company, or any particular description of traffic, to any undue, or unreasonable, prejudice or disadvantage, in any respect whatsoever; nor shall any company so distribute or allot its freight cars as to discriminate unjustly against any locality or industry, or against any traffic which may originate on its railway destined to a point on another railway in Ontario with which it connects; and every company which has or works a railway forming part of a continuous line of railway with, or which intersects, any other railway, or which has any terminus, station or wharf near to any terminus, station or wharf of any other railway, shall afford all due and reasonable facilities for delivering to such other railway, or for receiving from and forwarding by its railway all the traffic arriving by such other railway without any unreasonable delay, and without any such preference or advantage, or prejudice or disadvantage, as aforesaid, and so that no obstruction is offered to the public desirous of using such railways as a continuous line of communication, and so that all reasonable accommodation, by means of the railways of the several companies, is, at all times, afforded to the public in that behalf; and any agreement made between any two or more companies contrary to this section shall be unlawful and null and void.

Undue preference or advantage.

Undue prejudice or disadvantage.

Agreements in violation void.

Power of Board to determine what are substantially similar circumstances undue preferences, etc.

175. The Board may determine, as questions of fact, whether or not traffic is or has been carried under substantially similar circumstances and conditions, and whether there has, in any case, been unjust discrimination, or undue or unreasonable preference or advantage, or prejudice or disadvantage, within the meaning of this Act, or whether in any case the company has, or has not, complied with the provisions of this and the last preceding section; and may by regulation declare what shall constitute substantially similar circumstances and conditions, or unjust or unreasonable preference, advantages, prejudices, or disadvantages within the meaning of this Act, or what shall constitute compliance or non-compliance with the provisions of this and the last preceding section.

Dom. Ry. Act 1903, s. 253.

Burden of proof respecting unjust discrimination, etc.

176.—(1) Whenever it is shown that any company charges one person, company, or class of persons, or the persons in any district, lower tolls for the same or similar goods, or lower tolls for the same or similar services, than they charge to other persons, companies, or class of persons, or to the persons in another district, or makes any difference in treatment in respect of such companies or persons, the burden of proving that such lower toll or difference in treatment, does not amount to an undue preference or an unjust discrimination shall lie on the company.

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(2) In deciding whether a lower toll, or difference in treatment, does or does not amount to any undue preference or an unjust discrimination, the Board may consider whether such lower toll, or difference in treatment, is necessary for the purpose of securing, in the interest of the public, the traffic in respect of which it is made, and whether such object cannot be attained without unduly reducing the higher tolls.

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(3) In any case in which the toll charged by the company for carriage, partly by rail and partly by water, is expressed in a single sum, the Board, for the purpose of determining whether a toll charged is discriminatory or contrary in any way to the provisions of this Act, may require the company to declare forthwith to the Board, or may determine what portion of such single sum, is charged in respect of the carriage by rail. Dom. Ry. Act, 1903, s. 254.

facilities granted ress nies.

177. Every company which grants any facilities for the carriage of goods by express to any express company or person, shall grant equal facilities, on equal terms and conditions, to any other express company which demands the same. Dom. Ry. Act, 1903, s. 278.

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178. Nothing in this Act shall be construed to prevent the carriage, storage or handling of traffic, free or at reduced rates for the Dominion, or any provincial or municipal government, or for charitable purposes, or to and from fairs and expositions for exhibition thereat, or the carriage, free or at reduced rates, of destitute or homeless persons, transported by charitable societies, and the necessary agencies employed in such transportation, nor to prevent the issuance of mileage, excursion or commutation passenger tickets, or the carriage at reduced rates, of immigrants or settlers, and their goods and effects, or any member of any organized association of commercial travellers with his baggage, nor to prevent railways from giving free carriage or reduced rates to their own officers and employees, or their families, or for their goods and effects, or to members of the press, or to such other persons as the Board may approve or permit, nor to prevent the principal officers of any railway, or any railway or transportation company, from exchanging passes or free tickets with other railways, or railway or transportation companies for their officers and employees, and their families, or their goods and effects; provided that the carriage of traffic by the company under this section may, in any particular case or by general regulation, be extended, restricted, limited or qualified by the Board. Dom. Ry. Act, 1903.

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APPOINTMENT OF RAILWAY CONSTABLES.

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179.—(1) The Justices of the Peace for any county assembled at any General Sessions of the Peace on the application of the board of directors of the company whose railway or any part thereof passes within the local juris- Ont. Electric Ry. Act, R.S.O. 1897, c. 209. s. 113, (1).

diction of such Justices of the Peace, or on the application of any clerk or agent of the company, thereto authorized by such Board may in their discretion, appoint any persons recommended to them for that purpose by such board of directors, clerk or agent, to act as constables on and along such railway; and every person so appointed shall take an oath or make a solemn declaration in the form or to the effect following, that is to say:

Oath of Office.

"I, *A. B.*, having been appointed a Constable to act upon and "along (*here name the Railway*), under the provisions of *The On-"tario Railway Act, 1906*, do swear that I will well and truly "serve our Sovereign Lord the King, in the said office of Constable, "without favour or affection, malice or ill-will, and that I will, to "the best of my power, cause the peace to be kept, and prevent all "offences against the peace, and that while I continue to hold the "said office, I will, to the best of my skill and knowledge, discharge "the duties thereof faithfully, according to law: So help me God."

By whom to be administered.

(2) Such oath or declaration shall be administered by any one such Justice or by the Clerk of the Peace for such county.

Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 113 (2), amended.

Appointment to be in writing.

(3) Such appointment shall be made in writing signed by the Clerk of the Peace and the fact that the person appointed thereby has taken such oath or declaration shall be endorsed thereon by the person administering such oath or declaration.

Dom. Ry. A, 1903, s. 241, part (1), amended.

Powers of such constables, and to what localities they shall extend.

180. Every constable so appointed, and having taken such oath or made such declaration as aforesaid, shall have full power to act as a constable for the preservation of the peace and for the security of persons and property against felonies and other unlawful acts on such railway, and on any of the works belonging thereto, and on and about any trains, roads, wharves, quays, landing-places, warehouses, lands and premises belonging to the company, whether the same be in the county, city, district or other local jurisdiction within which he was appointed, or in any other place through which such railway passes, or in which the same terminates, or through or to which any railway passes which is worked or leased by such railway company, and in all places not more than one-quarter of a mile distant from the railway; and shall have all the powers, protections and privileges for the apprehending of offenders, as well by night as by day and for doing all things for the prevention, discovery and prosecution of felonies and other offences, and for keeping the peace, possessed by any constable duly appointed.

Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 114.

Duties of such constables.

181. It shall be lawful for any such constable to take such persons as may be punishable by summary conviction for any offence against the provisions of this Act, or of any of the Acts or by-laws affecting any such railway, before any Justice or Justices appointed for any county, city, district or other local jurisdiction within which such railway passes; and every such Justice shall have authority to

Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 115.

deal with all such cases, as though the offence had been committed and the person taken within the limits of his own local jurisdiction.

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182. The Judge of the County Court of the County in which the constable resides, may dismiss any such constable, and the board of directors of the company or any manager or superintendent thereof may dismiss any such constable who may be acting on the railway; and upon such dismissal, all powers, protection and privileges belonging to any such person, by reason of such appointment, shall wholly cease; and no person so dismissed shall be again appointed or act as a constable for such railway without the consent of the authority by which he was dismissed. Ont. Electric Ry. Act, R.S.O. 1897, c. 209, s. 116, amended.

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183. The company shall cause to be recorded in the office of the clerk of the peace, for every county wherein such railway passes the name and designation of every constable so appointed at its instance, the date of his appointment, and the authority making it, with such appointment or a certified copy thereof, and also the fact of every dismissal of any such constable, the date thereof, and the authority making the same, within one week after the date of such appointment or dismissal, as the case may be; and such clerk of the peace shall keep a record of all such facts in a book which shall be open to public inspection, and shall be entitled to a fee of fifty cents for each entry of appointment or dismissal, and twenty-five cents for each search or inspection, including the taking of extracts. Such record shall, in all courts, be *prima facie* evidence of the due appointment of such constable and of his jurisdiction to act as such, without further proof than the mere production of such record.

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184. Every such constable who is guilty of any neglect or breach of duty in his office of constable, shall be liable, on summary conviction thereof, within any county, city or district wherein such railway passes, to a penalty not exceeding eighty dollars, or to imprisonment, with or without hard labour, for a term not exceeding two months. Such penalty may be deducted from any salary due to such offender, if such constable is in receipt of a salary from the company. Dom. Ry. Act, 1903, s. 241 (5, 6.)

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PASSENGER CONDUCTORS TO HAVE THE POWER AND AUTHORITY OF CONSTABLES.

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185.—(1) The conductor of every train carrying passengers within this Province and the conductor of the car or cars of every railway carrying passengers within this Province, is hereby invested with all the powers of a constable, while on duty on his train or on said car and cars, and said conductor may wear a badge or other distinguishing mark of a special constable. New,—Based on Ohio Ry. law.

Removal of passenger guilty of misconduct.

(2) When a passenger is guilty of disorderly conduct, or uses any blasphemous or obscene language, or plays any game of cards or chance for money or any other thing of value, upon any passenger train or upon the car or cars of any railway carrying passengers within this Province, the conductor of such train or car or cars of such railway may stop his train or said car or cars at the place where such offence is committed or at the next stopping place of such train or of such car or cars and eject such passenger from the train or from said car or cars, using only such force as may be necessary to accomplish such removal; and the conductor may command the assistance of the employees of the company, and of the passengers on such train or on such car or cars to assit in such removal; but before doing so he shall render to such passenger such proportion of the fare he has paid as the distance he then is from the place to which he has paid fare bears to the whole distance for which his fare is paid. New,—Based on Ohio Ry. law.

Conductor may arrest passenger for offences.

186. When a passenger is guilty of any offence upon a passenger train or upon the car or cars of any railway carrying passengers within this Province, the conductor of such train or of such car or cars may arrest him and take him before any Justice having cognizance of such offence in any county or district in this Province in which such train or car or cars runs, and lay an information before such Justice, charging him with such offence; but in no case shall the liability of the company for damages caused by the conduct of its conductor be affected by the provisions of this and the next preceding section. New,—Based on Ohio Ry. law.

Notice of authority of conductor.

187. The company shall cause a notice to be placed in all passenger cars stating that the conductors have the authority and powers of constables. New.

Protection of conductor acting as constable.

188. A conductor exercising the powers of a constable under this Act shall be entitled to the protection accorded by law to constables engaged in the performance of their duties as such.

STREET RAILWAYS AND RAILWAYS OPERATING ALONG HIGHWAYS.

General Provisions.

Application of ss. 190-221 to street railways and electric railways on highways.

189. Unless otherwise provided, sections 190 to 221 inclusive, shall apply only to street railways and companies incorporated for the purpose of constructing, maintaining and operating street railways as defined in the interpretation clauses of this Act, and to other railways incorporated for the purpose of operating partially or wholly along highways by electricity. New.

Powers of Company.

190. Every such company shall, subject to any provisions contained in the special Act or in any agreement made between the company and a municipality, have Street Ry. A R.S.O. 1897, 208, s. 11 (1

authority to construct, maintain, complete, and operate and from time to time to remove and change as required, a double or single track railway, with the necessary switches, side tracks and turn-outs, for the passage of cars, carriages and other vehicles adapted to the same, upon and along such of the highways in any municipality to which the Special Act extends, as the council of the municipality may by by-law authorize, and over and upon lands purchased or leased by the company for that purpose, and to take, transport and carry passengers upon the same, by the force or power of electricity, and to construct and maintain all necessary works, buildings, appliances and conveniences connected therewith.

ht traffic.

191. The company may take, transport and convey goods upon its railway, but no freight or express cars shall be carried along any highway in any city, town or village over the railway, unless and until the size and number of the cars and motors to be used therewith, and the hours of running the same, have been approved by the Board, nor shall any freight service be operated nor any class of freight carried on any such highway until authorized by, or except as directed by the Board.

(See Western Central Ry. 5 Edw. VII., c. 109, s. 20, amended).

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192. Subject to the provisions of section 217 of this Act, the company and the council of any municipality in which a railway or part of a railway is laid may, amongst other things, enter into any agreements they think advisable, relating to the construction of the railway; the time within which the railway shall be commenced, the manner of preceeding therewith, and the time of its completion; the paving, macadamizing, repairing, grading, and cleaning of the streets upon which the railway is laid; the construction, opening and repairing of drains and sewers; the laying, repairing or taking up of gas and water pipes in the streets; the location of the railway, and the particular streets along which the same may be laid; the pattern of rails; the time and speed of running the cars, sleighs and other conveyances; the fares to be charged within the maximum hereinbefore mentioned, and the amount of compensation (if any) to be paid by the company annually or otherwise.

Street Ry. Act, R.S.O. 1897, c. 208, s. 13.

Sunday Cars.

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193.—(1) No company or municipal corporation operating a street railway, tramway or electric railway, shall operate the same or employ any person thereon on the first day of the week commonly called Sunday, except for the purpose of keeping the track clear of snow or ice, or for the purpose of doing other work of necessity.

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(2) Notwithstanding anything in this Act or in the special Act or in an agreement contained, companies which have before the first day of April, 1897, regularly

run cars on Sunday may hereafter do so, but the foregoing subsection shall not confer any rights so to run cars on Sunday not now possessed by such companies nor shall it affect or apply to any company which has by its charter or by any special Act the right or authority to run cars on Sunday nor shall it affect the right (if any) of the Toronto Railway Company to run cars on Sunday; nor shall it affect the right of any railway company to run cars or trains as provided in subsection 2 of section 136 of Chapter 209 of the Revised Statutes of Ontario, 1897, which right shall be continued as though such statute stood unrepealed.

Penalty.

(3) For every train or car run or operated in violation of this section, the company shall forfeit and pay the sum of $400, to be recovered in any court having jurisdiction in civil cases, for the amount, by any person suing for the same under this section and for the purpose thereof. The action for the recovery of the said sum shall be brought before a court having jurisdiction as aforesaid in the place from which such train or car started, or through which it passed or at which it stopped in the course of such operation.

Application of penalties.

(4) All money recovered under the provisions of this section shall be appropriated as follows: One moiety thereof to the plaintiff and the other moiety to the local municipality from which the train or car started; but if the train or car is operated by a municipality from within whose limits the same started, the plaintiff shall receive the whole amount so recovered.

Liabilities of conductor.

(5) The conductor or other person in charge of any train or car run or operated in violation of the provisions of this section shall be liable for every such offence to a penalty not exceeding $40 nor less than $1, besides costs, and the same shall be recoverable on summary conviction.

Application of section.

(6) This section shall apply to all railways operated by electricity and street railways whether they are operated on a highway or on a right of way owned by the company.

Guard wires.

194.—(1) The company, when operating any portion of its line across or along a highway by means of electricity conveyed by wires above ground, shall cause to be strung and maintained guard wires, as far as may be reasonably possible sufficient to prevent telegraph, telephone or other wires now or hereafter strung across or along the highway from coming into contact with or falling upon the said wires conveying such electricity.

Street Ry. Ac R.S.O. 1897, 208, s. 18 (1-2

Protecting water pipes, etc., from injury by electricity.

(2) The company, when operating any portion of its line by means of electricity, shall use such means and appliances as may, as far as may be reasonably possible, prevent water pipes, gas pipes, cables and other things now or hereafter placed underground from being damaged in consequence of the escape or discharge of electricity into

the ground. Unless otherwise ordered by the Board, proper bonding of the rails and connecting the rails so bonded to the electric power generator or generators with a proper and efficient system of return wires shall be taken to be a compliance with the conditions of this section.

(3) The Board shall have power to make such order or orders as to it may seem proper to compel the proper observance of this section.

195. Any person suffering damage by reason of the non-compliance by the company with the provisions of the preceding section shall have a right of action against the company thereof. Street Ry. Act, R.S.O. 1897, c. 208, s. 19.

Forfeiture for Non-user.

196.—(1) In case the company at any time ceases to regularly use the whole or any part of its railway for a period of eighteen months, it shall, upon its being so ordered by the Board, forfeit the right to use the railway or the part unused, as the case may be, together with the rails, poles and wires thereof, and the company shall, in addition, indemnify the municipality in respect of all costs incurred in taking up the rails and putting the highways in proper repair. Street Ry. Acts, R.S.O. 1897, s. 37.

(2) The municipality shall have a lien upon the rails, poles, wires, rolling stock, and other property of the company until the expense of taking up the rails and putting the highways in proper repair is paid.

Additional Powers of Electric and Street Railways.

197. Railway companies operating by electricity and street railway companies shall also have power: Ontario Electric Act, R.S.O. 1897, c. 209, s. 9 (5).

(1) To construct, maintain and operate works for the production of electricity for the motive power of the said railways, and for the lighting and heating the rolling stock and other property of the company.

(2) To acquire by lease or purchase and to hold, utilize and develop water powers and the necessary land therewith, and to construct the necessary plant for the purpose of generating electricity for lighting, heating and power in operating the said railway. (See Western Central Ry., 5 Edw. VII., c. 109, s. 14).

(3) To enter into any agreement with any person or company for supplying steam or other power for the production of electricity for the purpose of the railway or with any electric light or electric railway company, or any company organized for the purpose of supplying or furnishing electric power, for the purchase, leasing or hiring of power to run their electric motors, carriages or cars, or for lighting or

heating the same, or for any other purpose for which it may be required by the company to construct, carry on or operate the railway.

Power to acquire lands for parks, etc.

(4) To purchase, lease or acquire by voluntary donation and to hold for any estate in the same and to sell, lease, alienate or mortgage any lands or premises intended and necessary or suitable for park or pleasure grounds and to improve and lay out such lands as parks or places of public resort and to make and enter into any agreement or arrangements with the municipal corporations of the municipalities wherein the same are situate or any of them, in respect thereto, subject, however, to the power of the municipality to pass by-laws to regulate the use of such public parks and pleasure grounds; but none of the provisions of this clause shall be in force or have effect unless and until the municipal council or councils of the municipality or municipalities wherein the lands proposed to be acquired by the company are situate has or have by by-law declared its or their assent to the company's acquiring lands under and for the purpose mentioned in this clause. No such park or pleasure grounds shall be used for games, pic-nics, concerts, excursions or other public entertainments on Sunday.

(See Perth Huron Ry. 5 Edw. VII c. 106, s. 4

Proviso.

Acquiring rights for conveying electricity.

(5) To purchase the right to convey electricity required for the working of the railway and lighting or heating the same over, through, or under lands other than the lands of the railway by the special Act authorized to be built, and with the consent of the councils of the municipalities affected, to purchase the right to lay conduits under, or erect poles and wires on or over such lands as may be determined by the company, and along and upon any of the public highways, or across any of the waters in this Province by the erection of the necessary fixtures, including posts, piers or abutments for sustaining the cords or wires of such lines, or the conduits for such electricity, upon and subject to such agreement in respect thereof as shall first be made between the company and any private owners of the lands affected, and between the company and any municipality in which such works or any part thereof or of the railway may be situate, and under and subject to any by-law or by-laws of the council of such municipality passed in pursuance thereof, provided such works are not so constructed as to incommode the public use of such roads or highways, or as to be a nuisance thereto, or to impede the free access to any house or other building erected in the vicinity of the same or to endanger or injuriously affect the same or injuriously to interrupt the navigation of such waters. The rights conferred upon the company shall not be exercised within the limits of any park vested in the Crown for the use of the public of the Province of Ontario or any land vested in any commissioners for any such park without the consent of the commissioners and the approval of the Lieutenant-Governor in Council.

Ont. Electr Ry. Act. R 1897, c. 20 (*h*), amende

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(6) Subject to the provisions of sections 202 to 208, inclusive, and of section 218 of this Act, no railway or street railway shall be constructed or operated along any street, highway or public place of any municipality until first authorized by an agreement in respect thereto made between the company and such municipality and under and subject to the terms of such agreement and of section 217 of this Act and of any by-law or by-laws of the council of said municipality to be passed in pursuance thereof; and in all such cases any and every work, matter or thing in connection with the motive power, and the application and using thereof in so constructing, operating and working such railway, or the cars, carriages, engines, motors or machines thereof shall be so constructed, erected, laid down and arranged as to impede or incommode the public use of such street, highway or public place as little as possible, and so as not to be a nuisance thereto, nor to interfere with the free access to any house or other building erected in the vicinity of the same, and the electric and other appliances shall be of such an improved manufacture and so placed as to avoid so far as possible any danger to buildings or other property.

) be fore by-law ing tion ways.

198.—(1) No municipal council, notwithstanding anything contained in this or any other Act to the contrary, shall pass a by-law authorizing any electric railway company or street railway company to lay out or construct its railway along any public highway, until written or printed notices of the intended by-law, specifying the route to be taken by the railway, shall have been previously posted up for one month in six of the most public places in the municipality, and published weekly for at least four successive weeks in some newspaper published in the municipality, or, if there be no such newspaper, in a newspaper published in a neighboring municipality, or, if there be no such newspaper, then in a newspaper published in the county town. 2 Edw. VII., c. 27, s. 16 (1-2), amended.

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(2) The council shall hear in person or by counsel any one whose property may be prejudicially affected by such proposed railway who desires to be heard.

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(3) If after hearing such objections as may be made, the council shall pass a by-law authorizing the construction of a railway or street railway on, upon or along any highway, any fifteen freeholders in the municipality may petition the Board to amend or quash such by-law, and upon such petition after hearing all parties interested the Board shall have power to amend such by-law in such manner as to the Board may seem proper or to quash the same.

(4) The costs of such proceeding shall be in the discretion of the Board and may be fixed by the Board or taxed by one of the taxing officers of the Supreme Court of Judicature.

Section not to apply to certain extensions.

(5) This section shall not apply to extensions within the limits of a city or town of a street railway already constructed.

Power to deviate.

199. The company may, at any point or points where its railway may run along the highway, deviate from such highway to a right of way owned by the company provided that no obstruction of such highway shall be made by such deviation; but if the rails on such deviation do not rise above or sink below the surface of the road more than one inch they shall not be deemed an obstruction; provided that the right by this section conferred shall not be exercised by the company without the consent of the Board; and the Board may, upon such terms as seem just, on application of the company, order that the said company may make such deviation.

Proviso.

Limitation of transmission of electrical energy.

200. Notwithstanding anything contained in this Act or in any statute of the Province, no municipality shall have the power to grant to any railway or street railway any exclusive rights, privileges, or franchise, as to the transmission of electrical energy for power, light and heat over or across any public highway or street in the said municipality.

(See Hamil Guelph and North Shor 5 Edw. VII c. 93, s. 61

Expropriation by Street Railway Companies.

Expropriation of land, when and to what extent allowed.

201.—(1) In case the council of a municipality, by resolution, declares that the council is of opinion that a company incorporated with power to construct a street railway in the municipality should have powers of expropriation for the purposes of building a part of its railway between two or more points, set forth in the resolution, and situated within the municipality, the company, upon registering the resolution in the proper registry office, shall, in respect of lands lying between the points named, possess the powers conferred upon railway companies under the sections of this Act relating to the taking of land without the consent of the owner.

(2) Such powers shall be exercised within two years from the passing of the resolution, and not afterwards, and the lands to be taken hereunder shall not exceed one chain in width.

(3) The provisions of this section shall not apply to the tract of country extending three miles above and three miles below the Falls of Niagara, and for a width inland of one mile from the said River Niagara.

Street Ry. R.S.O. 1 c. 208, s. 3 amended.

Duration of Street Railway Franchises.

Time for which municipality may grant privileges.

202.—(1) No municipal council shall grant to a street railway company any privilege under this Act for a longer period than twenty-five years, but at the expiration of

twenty-five years from the time of passing the first by-law which is acted upon, conferring the right of laying rails upon any highway, or at such other earlier date as may be fixed by agreement, the municipal corporation may, after giving to the company one year's notice prior to the expiration of the period limited, assume the ownership of the street railway, and all real and personal property in connection with the working thereof, on payment of the actual value thereof, to be determined by the Board. In ascertaining the actual value of such street railway and real and personal property, the franchise or control of tracks upon the highways shall not be estimated as of any value whatever.

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(2) In case the corporation fails to exercise the right of assuming the ownership of the street railway, at the expiration of the said period, the corporation may exercise such right at the expiration of any fifth year thereafter upon giving one years' notice to the company, and the privileges of the company shall continue until the ownership is assumed by the municipal council. Street Ry. Act, R.S.O. 1897, c. 208, s. 41, amended.

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203. If a street railway is situated in two or more municipalities, the city or town municipality shall have the right to exercise the power of purchase herein conferred, unless the municipal councils agree otherwise between themselves; and the corporation purchasing shall thereafter possess all the powers and authority and be subject to all the conditions and restrictions theretofore enjoyed and suffered by the company, and shall, as to other municipalities into which the railway runs, be subject to the like liabilities; and shall be subject to all orders and directions of the Board in the same manner and to the same extent as a company operating a street railway. Street Ry. Act, R.S.O. 1897, c. 208, s 42, amended.

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204.—(1) The council of a municipality into which a street railway runs may at any time after the right of assuming the ownership of the street railway accrues to such municipality, or to any other municipality, require that the terms upon which the street railway shall be operated in such municipality be determined, and the terms, unless the parties in the meantime agree, shall be determined by the Board, and such arrangement shall remain in force for ten years.

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(2) At the end of that period either party may require that the terms be settled anew in like manner for another period of ten years; but such settlement or agreement shall be without prejudice to the right hereinbefore conferred upon a city or town to assume the ownership of the street railway at the expiration of any fifth year. Street Ry. Act, R.S.O. 1897, c. 208, s 43. amended.

pality ng rail- y same mpany.

205. The municipal corporation purchasing may at any time, transfer its rights to its street railway lines or any of them, and the whole or any part of the plant of the Street Ry. Act, R.S.O., c. 208 s. 45, amended.

railway to any person or company authorized to operate a street railway; subject to such terms and conditions as may be agreed upon such street railway company and the municipal corporation.

Application of preceding section.

206. A company to which any lines of street railway have been transferred by a municipal corporation shall, as respects the provisions of the next preceding section, stand in the same position as the municipal corporation from which it received such transfer. Street Ry. Act, R.S.O. 1897, c. 208, s. 44.

Municipality owning street railway to be deemed company.

207. Any municipal corporation assuming the ownership of a street railway and operating the same shall be deemed to be a street railway company for all the purposes of this Act.

Duration of Privileges to Operate Electric Railways along Highways.

Franchise in highways limited to twenty-five years.

208.—(1) No municipal council shall grant to any railway company operating by electricity any privilege to operate along a highway for a longer period than twenty-five years.

Powers of municipality.

(2) At the expiration of the said period of twenty-five years the council of any municipality, along the highways of which such railway or any portion thereof is operated, may agree to extend such privilege for a further term of years not exceeding twenty-five years, upon such terms and conditions as may be agreed by the municipality and the company, or with the consent of the Board such municipality may assume the ownership of that portion of the railway operating along the highways of such municipality within its limits, upon payment of the actual value thereof, to be determined by the Board. In determining such actual value the franchise or control of the tracks upon such highways shall not be estimated as of any value whatever.

Notice of intention to take over railway.

(3) The ownership of such portion of such railway shall not in any case be assumed by such municipality unless notice of the intention of such municipality to assume such ownership has been given to the company one year prior to the expiration of the privilege or franchise, and in no case shall a municipality assume such ownership without the written consent of the Board.

Application of section.

(4) This section shall only apply to electric railways that are not street railways.

Fenders, Brakes, etc.

Fenders and other appliances.

209. The company, when operating any portion of its line by means of electricity along a highway shall from time to time adopt and use in front of each motor car a fender or guard and shall from time to time adopt and

use a brake and such other life saving appliances as shall be of a design approved from time to time by the Board as suitable for use by the company, having regard to the efficiency of such fender, guard, brake and other life saving appliances for life saving purposes, and to the location of the company's line, and the speed at which the company's cars may be run.

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210. The fender, guard, brake, or other life saving appliance so approved of by the Board shall be adopted and used upon the cars of the company within the time fixed by the order approving of the same, or by any order extending the said time; provided that where the cars of a company are equipped with fenders of a class so approved by the Board the company shall not be liable for non-compliance with any by-law or agreement relating to the class of fenders to be used in any city, or town, or any requirement of the engineer or other officer of the municipality under any such by-law or agreement.

1 Edw. VII., c. 25, s. 1. 3 Edw. VII., c. 17, s. 1. amended.

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211. The company shall pay to the corporation of the municipality in which such road is operated the sum of ten dollars for each day in which any motor car is operated within such municipality without having such a fender, guard, brake or other life saving appliances thereon, except in cases of accident or unavoidable necessity; such sum or sums to be recovered from such company in a civil action.

1 Edw. VII., c. 25, s. 2, amended, and the Downey Bill, 1905.

f , brakes,

212. If the Board shall so order the company shall allow tests to be made on any of its motors or cars, of any fender, guard, brake or other life-saving appliance that the Board may consider it advisable to have tested with a view to ascertaining its efficiency for the purpose for which it is designed.

Lavatories, etc.

iences et rail- ployees.

213.—(1) All street railway companies shall within six months after being so ordered by the Board, provide, furnish and thereafter maintain suitable and sanitary urinals and other conveniences for the use of the employees of the company operating its cars. Such urinals and other conveniences may be located upon land owned or provided by the said company and reasonably accessible to each of the various lines of railway operated by the said company, and at such points as the Board may direct, within the limits of the city or town, and the employees of the said company shall be allowed reasonable opportunity of access thereto.

New. Founded on Toronto Bill. 1905.

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(2) The company shall be liable to a penalty of ten dollars per day for each day it shall neglect to provide each or any of the said urinals or other conveniences.

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(3) The cost of such urinals and conveniences shall be borne by the company or by the city or town within the limits of which the company's lines are operated, or by

both in such proportions, in case the parties are unable to agree, as may be determined by the Board.

City or town may be ordered to provide site.

(4) The Board may, in its discretion, order the city or town to provide the site for the company upon such terms as to cost and otherwise as the Board may determine.

Board may order conveniences to be open to the public.

(5) When so ordered by the Board, such urinals and conveniences shall be open to the public as well as the employees of the company, and when so open to the public the Board may order the cost of the maintenance of the same to be borne by the city or town and the company in such proportions as to it may seem proper. New.

Sanitary conveniences on cars.

214.—(1) The Board may order the company to provide sanitary conveniences for the use of passengers on all passenger cars.

(2) This section shall only apply to electric railways that are not street railways, and to steam railways.

Unclaimed Property.

Disposal of unclained property on street railways.

215. It shall be the duty of every street railway company which shall have unclaimed property left in its cars, to ascertain if possible, the owner or owners of such property, and to notify such owner or owners of the fact by mail as soon as possible, after such property comes into its possession. Every such company which shall have such property not perishable in its possession for the period of three months, may sell the same at public auction, after giving notice to that effect, by one publication, at least ten days prior to the sale, in a daily newspaper published in the city or town in which such sale is to take place, of the time and place at which such sale will be held, and such sale may be adjourned from time to time until all the articles offered for sale are sold. All perishable property so left, may be sold by any such street railway company without notice, as soon as it can be, upon the best terms that can be obtained. New. Foul on N. Y. Ry Law.

Transfer in Ownership of Highways.

Agreements with companies as to certain matters to enure for benefit of municipality owning road.

216. In case any railway operated by electricity upon a highway or a portion of which is so operated has been heretofore, or shall hereafter be, constructed in any municipality under any agreement with the council thereof, or with the council having the control of the highway therein, and the territory, or any part of the territory in which such railway has been, or shall be constructed, is subsequently to the making of such agreement, removed from one municipality to another, or the highway along which such railway has been or shall be constructed, has ceased to be owned or controlled by one municipality, or the council thereof, or by any council having the control of such high- 63 V., c. 31 s. 2 amende

way, and has become vested in or has been placed under the control of another municipality or the council thereof, then so far as such agreement relates to the maintenance and repair of the track and roadbed of the railway or the remaining portions of the highway or highways over which the railway is operated, and to removal of snow and ice from the company's track and the disposal of such snow and ice upon the highway or elsewhere the corporation of such last mentioned municipality and any officer or person appointed for such purpose shall be substituted for and shall have all the rights and may exercise all the powers and be subject to the same duties as the municipal corporation party to such agreement and any officer of person named therein and charged with the performance of any duty in respect to the matters aforesaid thereunder.

AGREEMENTS WITH MUNICIPALITIES FOR OPERATING ALONG HIGHWAYS.

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217. Any agreement made after the passing of this Act between a municipal corporation and a company under which agreement the company obtains a right or franchise to operate along a highway shall (unless such provisions or any of them are expressly excluded from such agreement), be deemed to contain the clauses set forth in the following subsections hereof, viz:— New.

(*a*) The rails of the company shall conform to the grade of the street.

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(*b*) In all cases where the rails are laid upon the paved or travelled portion of the street, or on any part thereof, the rails shall be laid (as nearly as practicable) flush with the street, and shall be laid so as to cause the least possible impediment to the ordinary traffic of the street, and shall be so kept and maintained by the railway company. Edw. VII., c. 2 a7, s. 17 (*a*) part (*b*).

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(*c*) The company so long as it shall continue to use any of its tracks on the travelled portion of the highway shall keep in repair the whole space used on its track allowances, crossings, switches and turnouts and eighteen inches of the highway outside of its tracks. New.

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(*d*) If the company neglect to keep in repair its track allowances and crossings, switches and turnouts or to have the necessary repairs according to the agreement made thereon, the council of the municipality may give notice to the company requiring such repairs to be forthwith made, and the certificate of the engineer appointed by the council for the time being as to the necessity for such repairs shall be binding and conclusive upon the company, and if after the giving of such notice the company do not within one week begin, and thereafter, with all reasonable diligence, carry such work of repairing to completion, the municipal council shall have the right to cause such York & Metropolitan Ry. Co. agreement amended.

repairs to be made, and the company shall pay to the treasurer of the municipality the expenditure incurred in making or completing such repairs.

Penalty.

(*e*) The payment of such amount shall not relieve the company from any penalty provided for the omission to repair by the agreement between the municipal corporation and the company. New.

Speed.

(*f*) No car or train of cars shall be operated on the travelled portion of any highway at a greater speed than fifteen miles an hour unless authorized by the Board, and shall operate at a lesser rate of speed if ordered and directed by the Board. 2 Edw. VII. c. 27, s. 17 amended.

Intersecting roads.

(*g*) At the intersection of the company's railway and cross streets or highways crossing or intersecting the highway upon which the railways is operated the company shall construct and keep in repair crossings of a similar character to those adopted by the municipality and shall construct underneath its track allowance such culverts and waterways as are in the opinion of the council of the municipality or its engineer or other officer appointed for that purpose necessary for drainage purposes, and shall at the entrance to private properties abutting upon the company's railway construct such approaches as may be directed by the council or such officer or by the Board. York & Metropolitan Ry. Co. agreement amended.

Culverts.

(*h*) When the company's tracks are built over any existing culvert the company shall when so directed by the council or such engineer or other officer or the Board extend such culvert so that the portion of the highway to be travelled upon by the public shall have a width of at least eighteen feet between the company's nearest tracks and the end of the culvert upon the side of the road opposite to such track. York & Metropolitan Ry. Co. agreement amended.

Snow.

(*i*) The company shall remove the snow from, and within its tracks and switches, but any snow put upon the graded part of the road by the company shall be evenly spread thereon in a manner to be approved by the council or its engineer or other officer. York & Metropolitan Ry. Co. agreement amended.

Taking up streets by municipality.

(*j*) The municipal council may at any time, after giving to the company 20 days' notice of its intention so to do, take up any part of the highway along which the company's railway is constructed, for the purpose of altering the street or road grade, constructing sewers, drains, culverts or side crossings, laying down gas and water pipes or underground wires, and for all other purposes within the province and privielges of, a municipal corporation without being liable for any compensation or damage that may be occasioned to the working of the railway or the works connected therewith. When and so often as it may be necessary for the municipal corporation to open the road or street for the purpose of repairing such street or road, sewer, drains, culverts, gas or water pipes, or underground York & Metropolitan Ry. Co. agreement amended.

wires or for putting in gas, water or other services, a reasonable notice shall be given to the company of the council's intention so to do, and the work thereon shall not be unnecessarily delayed but shall be carried on and completed with all reasonable speed, due regard being had to the proper and efficient execution thereof.

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(*k*) All work done under the authority of the agreement shall be done in the most substantial manner and according to the best modern practice under the superintendence and to the satisfaction of the engineer or officer appointed by the council for such purpose with a right of appeal to the Board.

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(*l*) The alignment of the company's tracks, the location of switches and the grades of the roadbed of its railway shall be prescribed by such engineer or other officer.

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(*m*) The company shall repay to the municipality all sums paid by it to such officer or engineer for services performed by him in connection with the company's work.

. of public track ances.

(*n*) All persons using the said highway shall be at liberty to travel upon any portion of the travelled roadway occupied by the company's railway, and in the same manner as upon other portions of the highway, and vehicles of every description are to be allowed upon such portions of the highway, it being provided, however, that the company's cars shall have the first right of way over the said railway, and all vehicles or persons travelling on that portion of the highway occupied by the railway shall turn out to let the trains or cars pass—and any person refusing or neglecting so to do shall be liable on summary conviction to a fine of not more than ten dollars and costs.

York & Metropolitan Ry. Co. agreement amended. 2 Edw. VII., c. 27, s. 17, part (*c.*)

velled n," ing of.

(*o*) The words "travelled portion" where used in this section as applicable to roads, streets or highways shall be deemed to mean that central portions of roads, streets or highways between the ditches or drains on either side thereof and ordinarily used for vehicular traffic.

2 Edw. VII., s. 17 (*f.*)

Radial Lines.

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218.—(1) Notwithstanding anything in this Act contained, the railway shall not be constructed along any highway within the limits of any city or town except upon and subject to such terms and conditions as may be agreed upon bteween the company and the street railway or electric railway, if any, already operating in such city or town and the council of the corporation of such city or town. Provided always that if there is an existing agreement between such city or town and the street railway or electric railway already operating in such city or town then the railway shall not be constructed along any such highway, except, upon and subject to the terms of such existing agreement; provided also, that where no provision is contained in any agreement between any street railway

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or electric railway company and the city or town for the admission of other electric or street railways, then if the council of such city or town shall by by-law or resolution request the street railway company or electric railway company already operating in such city or town, to allow its tracks or any of the streets to be used for the entrance of such other railway, or if such street railway company or electric railway company or such other railway shall by by-law or resolution request the city or town to permit the entrance of the railway into such city or town, the company so operating in the city shall permit its tracks or any streets to be so used to some central point in the said city or town, and the said city or town shall permit such other railway to enter within the limits of such city or town, upon such terms and conditions as to compensation, location of central point, and otherwise as may be mutually agreed upon between such other railway, the council and such street railway or electric railway company, or as shall be settled and determined by the Board in case the council and the said two companies are unable to agree upon the same.

Grant of franchise to radial railway not to extend beyond street railway company's franchise.

(2) The Board shall not (without the consent of the city or town) grant to any company desiring to operate within any such city or town any right or privilege to so operate for a longer period than the unexpired term of the franchise or privilege held or enjoyed by any company which at the date of the application to the Board under this section is operating a railway or street railway within the limits of such city or town. New.

Renewal of agreements.

(3) At the expiration of such term a new agreement may be made as to a renewal of the same for a further period not exceeding twenty-five years, and in the event of the parties being unable to agree, the Board may in its discretion order a renewal thereof upon such terms and conditions as shall be determined by the Board. New.

Rights of municipality as to taking over railway not affected.

(4) This section shall not be construed to confer upon the Board the power to vary or annul any provision, contained in the agreement between the parties or in the order of the Board, allowing the entrance of such other railway, which grants to the corporation of the city or town interested the right to take over and assume the ownership of such other railway within the limits of such city or town on the expiration of any such term. New.

Application of street railway sections to radial lines.

219. Any railway company operating in cities or towns shall, in addition to such terms, conditions, regulations and restrictions as may be contained in any agreement with or by-law of the city or town, be subject as to that portion of the railway within the limits of such city or town to the provisions of this Act respecting the construction and operation of street railways.

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220. This Act shall not, except where the same is so expressed, be construed to vary or rescind, or to confer upon the Board power to vary or rescind any agreement lawfully entered into between a municipal corporation and a railway or street railway company, or between two or more railway or street railway companies prior to the passing of this Act.

Examination of Motormen.

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221.—(1) No applicant for a position as a motorman on any railway or street railway operated by electricity shall be appointed to such position until he has been subjected to a thorough examination by an examiner or examiners to be approved by the Board as to his habits, physical ability and intelligence. He shall then be placed on a car with an instructor, and when the said examiner is satisfied as to the applicant's capability for the position of motorman, he shall so certify to the Board, and, if appointed, the applicant shall, so far as reasonably possible, first serve on the lines of least travel. New, founded on N. Y. Ry. law, amended.

pany to examiner.

(2) The company shall pay for the services of such examiner.

Examination for Colour Blindness.

nination eyesight.

222.—(1) No company shall hereafter employ any person in a position which requires him to distinguish form or colour signals unless such person, within two years next preceding his appointment, has been examined for colour blindness on the distinct colours in actual use as signals on the company's line of railway, and also as to his eyesight generally, by some competent person to be employed for the purpose by the company and has received a certificate that he is not disqualified for such position by colour blindness, or otherwise in respect of his eyesight, in the colours and form used on such railway or on railways crossing or connecting with it. New, founded on Ohio Ry. law.

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(2) The company shall cause such employees to be re-examined for colour blindness, and otherwise in respect of their eyesight, at least once in every two years.

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(3) Nothing in this section contained shall prevent the company from continuing in its employment any employee having defective sight in cases where the same can be fully remedied by the use of glasses or by other means satisfactory to the person making the examination. New, founded on Ohio Ry. law.

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(4) For violation of the provisions of this section the company shall for each offence be liable to a penalty of one hundred dollars. New.

ication to t railways.

(5) This section shall apply to street railways. New.

ACTIONS FOR DAMAGES.

Limitation of action for damages.

223.—(1) All actions or suits for any damages or injury sustained by reason of the construction or operation of the railway shall be commenced within one year next after the time when such supposed damage is sustained, or if there is continuation of damage within one year next after the doing or committing of such damage ceases, and not afterwards. Dom. Ry. Ac 1903, s. 242, part amended

Pleadings

Certain actions excepted.

(2) Nothing in this section shall apply to any action brought against the company upon any breach of contract, express or implied, as to or upon any breach of duty in the carriage of any traffic nor to any action against the company for damages under any section of this Act respecting tolls.

Application to street railways.

(3) This section shall apply to street railway companies.

AGREEMENTS WAIVING RIGHT TO DAMAGES FOR DEFECTIVE MACHINERY VOID.

Contracts waiving right to damages to employees void

224.—(1) No company owning or operating a railway or street railway in whole or in part in this Province shall adopt or promulgate any rule or regulation for the government of its servants or employees, or make or enter into any contract or agreement with any person engaged in or about to engage in its service, in which such employee directly or indirectly, promises or agrees to hold such company harmless, on account of any injury he may receive by reason of any accident to, breakage, defect or insufficiency in the cars, motors, locomotives or machinery or attachments thereto belonging, and any such rule, regulation, contract or agreement shall be void and of no effect. And no such company shall demand, accept, require, or enter into any contract or agreement with any person about to enter, or in the employ of the company whereby such person agrees to surrender or waive any right to damages for personal injury or death against any such company thereafter arising; and all such contracts and agreements shall be void.

Person.

(2) Every company violating or aiding in the violation of this section shall for each offence be liable to a penalty of five hundred dollars to be recovered in any court of competent jurisdiction by any person suing therefor.

Company not to operate defective machinery.

(3) No such company shall knowingly or negligently use or operate any car, motor or locomotive that is defective, or any car, motor or locomotive upon which the machinery or attachments thereto belonging are in any manner defective.

Application to street railways.

(4) This section shall apply to street railways and street railway companies.

WAGES OF LABOURERS.

of wages ourers on uction of subsi- by ature.

225. In every case in which the Legislature has granted or shall grant financial aid by way of subsidy or guarantee towards the cost of railway construction, all mechanics, labourers or other persons who perform labour in such construction shall be paid such wages as are generally accepted as current for competent workmen in the district in which the work is being performed; and if there is no current rate in such district, then a fair and reasonable rate; and in the event of a dispute arising as to what is the current rate in such district, or a fair and reasonable rate, it shall be determined by the Board, whose decision shall be final.

Dom Ry. Act, 1903, s. 205 amended.

LIEN FOR WAGES.

for wages.

226.—(1) Every mechanic, labourer or other person who performs labour for wages upon the construction or maintenance of the railway or the works connected therewith, shall have upon the said railway and other property of the company a lien for such wages not exceeding the wages for thirty days, or a balance equal to his wages for thirty days, and the said lien may be enforced in the manner provided for enforcing liens for wages by *The Mechanics' and Wage Earners' Lien Act*.

Stat.

Street Ry. Act, R.S.O. 1897, c. 208, s. 35.

ication to t railways.

(2) This section shall apply to street railways.

HOURS OF LABOUR.

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227. No company operating a line of railway of twenty miles in length or over, shall permit or require a conductor, engineer, motorman, fireman, trainman, despatcher or signal man who has worked in any capacity for sixteen consecutive hours, to go again on duty to perform any kind of work, unless he has had at least six hours' rest.

New. Founded on Mass. and N. Y. Ry. law.

RETURNS.

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228.—(1) Every company shall annually prepare in accordance with forms which shall from time to time be provided and supplied to the companies by the Board, returns of its capital, traffic and working expenses, and of all information required, as indicated in such forms to be filed with the Board; and such returns shall be dated and signed by, and attested upon the oath of the secretary, of the company, and of the president, or in his absence, of the vice-president or manager of the company.

t period s included.

(2) Such returns shall be made for the period included from the date to which the then last yearly returns made by the company extended, or from the commencement of the operation of the railway, if no such returns have been previously made, and, in either case, down to the last day of December in the preceding year.

Date of returns

(3) Such returns, dated, signed and attested in manner aforesaid shall be forwarded by such company to the Board within three months after the thirty-first day of December in each year.

Further returns when required.

(4) The company shall also, in addition to the information required to be furnished to the Board, as indicated in subsection 1 hereof furnish such other information and returns as are, from time to time, required by the Board or as shall hereafter be ordered by the Legislature.

Returns to be submitted to Legislative Assembly.

(5) The Board shall transmit the returns so made to the Lieutenant-Governor in Council who shall lay the same before the Legislature, within twenty-one days from the commencement of each session thereof. Ont. Electric Act, R.S.O. 1897, c. 209, s. 107, amend

Returns of accidents to be made semi-annually.

229. The company shall, within ten days after the first days of January and July, in each and every year, make to the Board, under oath of the president, secretary or superintendent of the company, a true and particular return of all accidents and casualties (whether to persons or property) which have occurred on the railway of the company during the half year next preceding each of the said periods respectively, setting forth—

1. The causes and nature of such accidents and casualties;

2. The points at which they occurred, and whether by night or by day;

3. The full extent thereof, and all particulars of the same; and shall also at the same time return a true copy of the existing by-laws of the company, and of their rules and regulations for the management of the company and of the railway. Ont. Electric Act, R.S.O. 1897, c. 209, s. 108, amend

Forms to be appointed by the Commissioner.

230. The Board may order and direct, from time to time, the form in which such returns shall be made. Ont. Electric Act, R.S.O. 1897, c. 209, s. 109, amend

Such returns to be privileged communications.

231. All such returns relating to accidents made in pursuance of the provisions of this Act shall be privileged communications, and shall not be evidence in any court whatsoever except to enforce the penalties for failure or neglect to furnish such returns as required by this Act. Ont. Electric Act, R.S.O. 1807, c. 209, s. 111.

Returns to Board, of assets and liabilities.

232. The Board may, from time to time, by notice served upon the company, or any officer, servant or agent of the company, require it, or such officer, servant or agent to furnish the Board, at or within any time stated in such notice, a written statement or statements showing in so far, and with such detail and particulars, as the Board requires, the assets and liabilities of the company—the amount of its stock issued and outstanding—the date at which any such stock was so issued—the amount and nature

Of stock issued and outstanding.

of the consideration received by the company for such issue, and, in case the whole of such consideration was not paid to the company in cash, the nature of the service rendered to or property received by the company for which any stock was issued—the gross earnings or receipts or expenditure by the company during any periods specified by the Board, and the purposes for which such expenditure was made—the amount and nature of any bonus, gift, or subsidy, received by the company from any source whatsoever, and the source from which and the time when, and the circumstances under which, the same was so received or given—the bonds issued at any time by the company, and what portion of the same are outstanding and what portion, if any, have been redeemed,—the amount and nature of the consideration received by the company for the issue of such bonds—the character and extent of any liabilities outstanding, chargeable upon the property or undertaking of the company, or any part thereof, and the consideration received by the company for any such liabilities, and the circumstances under which the same were created—the cost of construction of the company's railway or of any part thereof,—the amount and nature of the consideration paid or given by the company for any property acquired by it,—the particulars of any lease, contract or arrangement entered into between the company and any other company or person,—and generally, the extent, nature, value and particulars of the property, earnings, and business of the company.

233. The Board may summon, require the attendance of, and examine under oath, any officer, servant or agent of the company, or any other person, as to any matters included in such return, or which were required by the notice aforesaid to be returned to the Board, and as to any matter or thing which, in the opinion of theBoard, is relevant to such return, or to any inquiry which the Board deems it expedient to make in connection with any of the matters in the last preceding section mentioned, and for such purposes may require the production to the Board of any books or documents in control of the company, or of such officer, servant, agent or person. Dom. Ry. Act, 1903, s. 309, part.

234. If any company or officer, servant, or agent thereof wilfully or negligently refuses to make the returns required by this Act or by the Board under the authority thereof when, and as thereunto required by the Board, or fails to make any such return to the utmost of its, or his knowledge or means of knowledge, the company, and every such officer, servant or agent, so in default, shall severally be liable to a penalty not exceeding twenty dollars.

235. If the company, or any officer, servant, or agent thereof, wilfully or negligently makes any false return, or any false statement in any such return, the company, and Dom. Ry. Act, 1903, s. 309, part, amended.

any such officer, servant or agent, shall be severally liable to a penalty not exceeding five hundred dollars, and such officer, servant or agent shall also on summary conviction, be liable to imprisonment for any period not exceeding six months in the common jail of the county where such conviction is had.

Application of sections 228-235.

236. The sections relating to "Returns," being sections 228 to 235, inclusive, of this Act, shall apply to street railway companies.

INVESTIGATIONS OF ACCIDENTS.

Notice of accident.

237.—(1) Every company shall, as soon as possible, and immediately after the head officers of the company have received information of the occurrence upon the railway belonging to such company of any accident, give notice thereof, with full particulars, to the Board; and every company which wilfully and negligently omits to give such notice shall forfeit to His Majesty the sum of two hundred dollars for every day during which the omission to give the same continues. Dom. Ry. Act 1903, s. 235.

Penalty for omission.

Form of notice and investigation into accidents.

(2) The Board may by regulation declare the manner and form in which such information and notice shall be given and the class of accidents to which the next preceding subsection shall apply, and may declare any such information so given to be priviledged, and the Board may inquire into all matters and things which it deems likely to cause or prevent accidents, and the causes of, and the circumstances connected with, any accident or casuality of life or property occurring on any railway, and into all particulars relating thereto.

Report.

(3) The Board may order the company to suspend or dismiss any employees of the company whom it may deem to have been wilfully negligent in respect of any such accident. Dom. Ry. Act 1903, s. 236.

Result of enquiry to be reported to Government.

(4) The Board shall include in their annual report to the Lieutenant-Governor in Council, the result of any such enquiry with such recommendations as to it may seem proper. New.

Application to street railways.

(5) This section shall apply to street railway companies. New.

ANIMALS AT LARGE.

Cattle not allowed at large near railway.

238.—(1) No horses, sheep, swine or other cattle shall be permitted to be at large upon any highway, within half a mile of the intersection of such highway with any railway at rail-level, unless such cattle are in charge of some competent person or presons, to prevent their loitering or stopping on such highway at such intersection, or straying upon the railway. Dom. Ry. Act 1903, s. 237.

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(2) All cattle found at large contrary to the provisions of this section may, by any person who finds the same at large be impounded in the pound nearest to the place where the same are so found, and the pound-keeper with whom the same are impounded shall detain the same in the like manner, and subject to like regulations as to the care and disposal thereof, as in the case of cattle impounded for trespass on private property.

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(3) If the cattle of any person, which are at large contrary to the provisions of this section, are killed or injured by any train, at such point of intersection, he shall not have any right of action against any company in respect of the same being so killed or injured.

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(4) This section shall apply only to railways where operating either by steam or electricity upon a right of way owned by the company.

OFFENCES AND PENALTIES.

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239.—(1) No company shall, either directly or indirectly, employ any of its funds in the purchase of its own stock or in the acquisition of any shares, bonds or other securities issued by any other railway company in Canada; but this shall not affect the powers or rights, if any, which any company in Ontario now has or possesses by virtue of any special Act to acquire, have or hold shares, bonds or other securities of any railway company in Canada or the United States. Dom. Ry. Act, 1903, s. 290.

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(2) Every director of a railway company, who knowingly permits the funds of any such company to be applied in violation of this section, shall incur a penalty of one thousand dollars for each such violation, which penalty shall be recoverable on information filed in the name of the Attorney-General of Ontario; and a moiety thereof shall belong to His Majesty, and other moiety thereof shall belong to the informer, and the acquisition of each share, bond or other security, or interest, as aforesaid, shall be deemed a separate violation of the provisions aforesaid.

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240.—(1) Every person not connected with the railway, or employed by the company, who walks along the track thereof, except where the same is laid across or along a highway, is liable on summary conviction to a penalty not exceeding ten dollars.

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(2) Every person who wilfully breaks down, injures, weakens or destroys any gate, fence, erection, building or structure of a company, or removes, obliterates, defaces or destroys any printed or written notice, direction, order, by-law or regulation of a company, or any section of, or extract from this Act or any other Act of the Legislature, which a company or any of its officers or agents have caused to be posted, attached or affixed to or upon any fence, post,

gate, building or erection of the company, or any car upon any railway, shall be liable on summary conviction to a penalty not exceeding fifty dollars, or, in default of payment, to imprisonment for a term not exceeding two months.

Penalty.

Fraudulently attempting to travel without paying fare.

Obstructing railway authorities.

Trespassing.

Penalties.

(3) Every person who enters upon any railway train with intent fraudulently to be carried upon the said railway train without paying fare thereon, or who wilfully obstructs or impedes any officer or agent of the company in the execution of his duty upon any train, railway, or upon any of the premises of the company, or who wilfully trespasses by entering upon any of the stations, cars or buildings of the company in order to occupy the same for his own purposes, shall be liable to the like penalty or imprisonment, and shall be liable to be proceeded against and dealt with in like manner, as mentioned in subsection 2 of this section in regard to the offences therein mentioned.

Board may order foot-bridges erected at level crossings.

Subsequent use of highway crossing.

241.—(1) If the Board orders any company to erect, at or near, or in lieu of, any highway crossing at rail level, a foot bridge, or foot bridges, over its railway, for the purpose of enabling persons, passing on foot along such highways, to cross the railway by means of such bridge or bridges, from and after the completion of such foot bridge or foot bridges so required to be erected, and while the company keeps the same in good and sufficient repair, such crossing shall not be used by foot passengers on the said highway, except during the time when the same is used for the passage of carriages, carts, horses or cattle along the said road.

Penalty for non-compliance.

(2) Every person who offends against the provisions of this section is laible, on summary conviction to a penalty not exceeding ten dollars. Dom. Ry. Act 1903, s. 292.

Penalty for erection, etc., of structures in violation of this Act.

242. Every company which shall erect, operate or maintain any bridge, approach, tunnel, viaduct, trestle, or any building, erection or structure, in violation of this Act, or of any order or regulation of the Board, shall for each offence incur a penalty of fifty dollars. Dom. Ry. Act 1903, s. 293.

Liability of company, directors, etc., in certain cases.

Damages.

Penalty.

243. The company, or any director or officer thereof, or any receiver, trustee, lessee, agent, or person, acting for or employed by the company, doing, causing or permitting to be done, any matter, act or thing contrary to the provisions of this or the special Act, or to the orders or directions of the Board made hereunder, or omitting to do any matter, act or thing required to be done on the part of any such company, or person, is liable to any person injured thereby for the full amount of damages sustained by such act or omission; and if no other penalty is, in this or the special Act, provided for any such act or omission, is liable, for each offence, to a penalty of not less than twenty dollars, and not more than five thousand dollars, in the discretion of the court before which the same is recoverable. Dom. Ry. Act 1903, s. 294.

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244. Every person who sells, gives or barters any spirituous or intoxicating liquor to or with any servant or employee of any company, while actually employed in the course of his duty on a train or car or while in uniform or in connection with the operation of a train or car, is liable on summary conviction to a penalty not exceeding twenty-five dollars, or to imprisonment with or without hard labour for a period not exceeding one month, or to both. Dom. Ry. Act, 1903, s. 295 (2).

oyees icated on duty.

245. Every person who is intoxicated while he is in charge of a locomotive engine, or electric motor, or acting as the conductor of a car or train of cars, shall be liable on summary conviction to a penalty of $200 or imprisonment for one year or both. 51 V. c. 29, s. 292.

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246. Every officer or servant of, and every person employed by the company, who wilfully or negligently violates any by-law, rule or regulation of the company or its directors lawfully made and in force, or any order or notice of the Board, or of an inspecting engineer, of which a copy has been delivered to him, or which has been posted up or open to his inspection in some place where his work or his duties, or any of them, are to be performed, if such violation causes injury to any person or to any property, or exposes any person or any property to the risk of such injury, or renders such risk greater than it would have been without such violation, although no actual injury occurs is liable on summary conviction to a penalty of not less than $5 and not more than $50 or to imprisonment with or without hard labour for not more than three months or to both. Dom. Ry. Act, s. 296, amended

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247. Every person who wilfully or negligently violates any lawful by-law, rule or regulation of the company is liable, on summary conviction, for each offence, to a penalty not exceeding the amount therein prescribed, or if no amount is so prescribed, to a penalty not exceeding twenty dollars; but no such person shall be convicted of any offence, unless at the time of the commission thereof a printed copy of such by-law, rule or regulation was posted in some conspicuous place at or near the station at which the offender entered the train or in the passenger cars of the train. Dom. Ry. Act, 1903, s. 297, amended.

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248. Every person who unlawfully and maliciously,

(*a*) Bores, pierces, cuts, opens or otherwise injuries any cask, box or package, which contains wine, spirits or other liquors, or any case, box, sack, wrapper, package or roll of goods, in or about any car, wagon, boat, warehouse, station house, wharf, quay or premises of, or which belong to any company, or—

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(*b*) drinks or wilfully spills or allows to run to waste any such liquors, or any part thereof,— Dom. Ry. Act, 1903, s. 298, amended.

is liable, on summary conviction, to a penalty not exceed-

Penalties.

ing twenty dollars over and above the value of the goods or liquors so taken or destroyed, or to imprisonment, with or without hard labour, for a term not exceeding one month, or to both.

Interfering with electric wires, poles, etc., or notices.

(*c*) Any person who wilfully breaks down, injures, weakens, destroys or interferes with any pole, wire, insulator, structure or erection for carrying wires of an electric railway company, or for the transmission of electric power, or who shoots at any insulator on any such poles, erections or structures, with fire-arms of any kind, or throws stones or other missiles at, or breaks, or attempts to break the same in any way, or flings or causes to be placed any wire, rope, string or stick at, upon or across the said wires, or without authority climbs any of such poles or structures or erections used for transmitting electric current, or removes, obliterates, defaces or destroys any printed or written notice, direction, order, by-law or regulation of the Lieutenant-Governor in Council or of any commission appointed by him or of a company or of a municipal corporation or any section or extract from this Act or any other Act of the Legislature pasted, attached or affixed to or upon any pole, tower, fence, post, gate, building or erection of the company, shall be liable on summary conviction to a penalty not exceeding $100 and not less than $15, or in default of payment to imprisonment for a term not exceeding six months.

Each day's violation of this Act, or order hereunder, a distinct offence.

249. When the violation of, or failure to comply with, any provisions of this Act, or any regulation or order or direction of the Board, or of any inspecting engineer, is made an offence subject to penalty, by this Act, or by any regulation made under this Act, each day's continuance of such violation, or failure, to comply, shall constitute a new and distinct offence. Dom. Ry. Ac 1903, s. 299.

Act or omission of officer, etc., deemed to be act or omission of Company.

250. For the purpose of enforcing any penalty under any of the provisions of this Act, or enforcing any regulation, order, or direction of the Board, or of any inspecting engineer, made under this Act, the act, omission, or failure of any officer, agent, or other person acting for, or employed by the company acting within the scope of his employment shall in every case be also deemed to be the act, omission or failure of such company as well as that of the person; and anything done or omitted to be done by the company, which, if done or omitted to be done by any director, or officer thereof, or any receiver, trustee, lessee, agent, or person acting for or employed by the company, would constitute an offence under this Act, shall also be held to be an offence committed by such company, and upon conviction thereof the company shall be subject to the like penalties as are prescribed by this Act with reference to such persons.

Certain penalties may be imposed on summary convictions.

Recovery of penalties.

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251. No punishment for a contravention of this Act or of the special Act, by the company, shall exempt the company from the forfeiture of the privileges or franchise conferred on it by the said Acts or by any agreement made between the company and any municipal corporation if by the provisions thereof, or by law, the same be forfeited by such contravention. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 110.

ons 239-251 ply to railways.

252. The sections of this Act relating to offences and penalties, being sections 239 to 251 inclusive, shall so far as applicable apply to street railways and street railway companies.

RECOVERY AND PAYMENT OF PENALTIES.

Company pay pen- and de- from s.

253. The company may in all cases under this Act pay the amount of any penalty and costs imposed upon an officer, servant, or person in the employ of the company, and recover the same from the offender or deduct it from his salary or pay. Ont. Ry. Act, R.S.O. 1897, c. 207, s. 11 amended.

penalties vered and ied.

254. All penalties incurred under any of the sections of this Act, unless otherwise provided, may be recovered in the name of His Majesty, by His Majesty's Attorney-General for Ontario, in any court of competent jurisdiction; and all penalties recovered under this Act shall, unless otherwise herein expressly provided, be paid to the Treasurer of the Province to the credit of "The Consolidated Revenue Fund." Street Ry. Act, R.S.O. 1897, c. 208, s. 40.

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255. The last preceding two sections shall apply to street railway companies.

TRANSMISSION OF POWER ON RIGHT OF WAY.

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256. The Board, upon receiving instructions in that behalf from the Lieutenant-Governor in Council, and the officers, agents and servants of the Board, may at all times enter upon the right of way of the company and may dig up the same, erect thereon all necessary poles, or lay all necessary conduits, and erect, place and put down all cables, wires and poles for the transmission of electrical or other power from any point in the Province of Ontario to the works and plant of any municipal corporation for the distribution of such power within the limits of the municipality; provided that the track and traffic, wires and poles of the company shall not be injured, removed or otherwise dealt with in the exercise of the powers hereby conferred except under and subject to any agreement which may be entered into between the Lieutenant-Governor in Council and the company. (See Hamilton, Guelph and North Shore Ry., 5 Edw. VII, c. 93, s.63.)

USE OF RAILWAY BY DOMINION GOVERNMENT.

Provision as to the carriage of His Majesty's mail, etc.

257.—(1) His Majesty's Mail, His Majesty's Naval or Military Forces or Militia, and all artillery, ammunition, provisions or other stores for their use, and all policemen, constables and others travelling on His Majesty's service, shall at all times, when thereunto required by His Majesty's Postmaster-General, the Commander of the Forces, or any person having the superintendance or command of any Police Force, and with the whole resources of the company if required, be carried on the railway, on such terms and conditions, and under such regulations as may be made by the Governor-General in Council or Lieutenant-Governor in Council as the case requires.

Government to have exclusive use of telegraph.

(2) The Governor-General or Lieutenant-Governor as the case may be, or any person thereunto authorized by them, may require the company to place any electric telegraph, and the apparatus and operators they may have, at the exclusive use of the Government, receiving thereafter reasonable compensation for such service. Ont. Electric Ry. Act, R.S., 1897, c. 209, s. 129.

Application to street railways.

(3) This section shall apply to street railway companies.

CONVEYANCES OF LAND.

Conveyances of land to Company.

258.—(1) Conveyances of land to the company, for the purposes of and powers given by this Act, made in the form set forth in Schedule "B" to this Act or to the like effect, shall be sufficient conveyance to such company, its successors and assigns of the estate or interest therein mentioned and sufficient bar of dower respectively of all persons executing the same; and such conveyances shall be registered in the same manner, and upon such proof of execution as is required under the registry laws of Ontario; and no registrar shall be entitled to demand more than seventy-five cents for registering the same, including all entries and certificates thereof, and the certificates indorsed on the duplicates thereof. Ont. Electric Ry. Act, R.S., 1897, c. 209, s. 124.

Application to street railways.

(2) This section shall apply to street railway companies.

REPEAL OF ACTS.

Repeal of Acts.

259. The following Acts of the Legislative Assembly are hereby repealed:— New.

Chapter 207 of the Revised Statutes of Ontario, "*The Railway Act of Ontario*"—the whole.

Chapter 208 of the Revised Statutes of Ontario, "*The Street Railway Act*"—the whole.

Chapter 209 of the Revised Statutes of Ontario, "*The Electric Railway Act*"—the whole.

Chapter 11 of 62 Victoria, 2nd session—section 23.

Chapter 25 of 62 Victoria, 2nd session—the whole.

Chapter 31 of 63 Victoria—the whole.

Chapter 25 of 1 Edward VII.—the whole.
Chapter 26 of 2 Edward VII.—the whole.
Chapter 26 of 2 Edward VII.—the whole.
Chapter 27 of 2 Edward VII.—the whole.
Chapter 17 of 3 Edward VII.—the whole.
Chapter 10 of 4 Edward VII.—section 79.

ence- of Acts.

260. This Act shall come into force on the first day of June, 1906.

SCHEDULE "A."

(*Section 145.*)

CHIEF ENGINEER'S CERTIFICATE.

The Railway Company's Office, No.
A.D. 190 .

ENGINEER'S DEPARTMENT.

Certificates to be attached to cheques drawn on The Railway Company Municipal Trust Account given under section 145 of *The Ontario Railway Act, 1906.*

I, chief engineer of The Railway Company do hereby certify that the said company has fulfilled the terms and conditions necessary to be fulfilled under the said By-law No. of the of (or under the agreement dated the day of 19 , between the corporation of and the company) to entitle the said company to receive from the said trust company the sum of (*here set out the terms and conditions, if any, which have been fulfilled*).

SCHEDULE "B."

(*Section 258.*)

Know all men by these presents that I (*or* we) (*insert the name or names of the vendor or vendors*) in consideration of dollars paid to me (*or* us) by The Railway Company, the receipt whereof is hereby acknowledged, do grant and convey unto the said company, and I (*or* we) (*insert the name or names of any other party or parties*) in consideration of dollars paid to me (*or* us) by the said company, the receipt whereof is hereby acknowledged, do grant and release all that certain parcel (*or* those certain parcels, *as the case may be*) of land (*describe the land*) the same having been selected and laid out by the said company for the purposes of its railway, to hold with the appurtenances unto the said The Railway Company, their successors and assigns forever (*here insert any other clauses, covenants and conditions required*), and I (*or* we) the wife (*or* wives) of the said do hereby bar my (*or* our) dower in the said lands.

As witness my (*or* our) hand and seal (*or* hands and seals), this day of one thousand nine hundred and

Signed, sealed and delivered in the presence of

[L.S.]

CHAPTER 37.

An Act respecting certain Railway and other Corporations.

Assented to 20th April, 1907.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

"Public utility," meaning of.

1. In this Act "Public Utility" shall mean and include any waterworks, gas works, electric, heat, light and power works, telegraph and telephone lines, railways however operated, street railways and works for the transmission of gas, oil, water or electrical power or energy, or any similar works supplying the general public with necessaries or conveniences.

Forfeiture of rights to company passing out of jurisdiction of Province.

2. In case the undertaking of a company or other corporation operating a Public Utility and heretofore or hereafter incorporated under a general or special Act of the Province of Ontario has been since the 19th day of February, 1907, or hereafter shall be declared by the Parliament of Canada to be a work for the general advantage of Canada, or absorbed by or amalgamated with or controlled or operated by any other company or corporation whose undertaking is or has been declared a work for the general advantage of Canada, or which is not subject to the Legislative control of Ontario, the Lieutenant-Governor in Council may by Order in Council declare that all or any of the powers, rights, privileges and franchises conferred upon such first mentioned company or corporation by letters patent or by any general or special Act of Ontario shall be forfeited and thereupon all such powers, rights, privileges and franchise so declared to be forfeited shall cease and determine and every municipal by-law passed and every agreement entered into with any municipal corporation authorizing such company or corporation to carry on business or granting any right, privilege or franchise thereto shall also thereupon become void and be of no effect and such company or corporation shall forfeit all claim to any bonus or other aid granted by any municipal corporation or by the Legislature of Ontario. Provided that nothing in this section contained shall affect the validity of any debentures issued by a municipal corporation for payment of any such bonus in the hands of a *bona fide* holder for valuable consideration, nor the claim of any *bona fide* creditor of such company or corporation.

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3. Notwithstanding anything in any Act contained, a municipal corporation shall not hereafter enter into any agreement with any such company or corporation or pass any by-law in relation to any public utility which has been declared to be a work for the general advantage of Canada, or which is not within the legislative jurisdiction of Ontario, until the Lieutenant-Governor in Council has approved of such agreement or by-law, and every agreement entered into and by-law passed in violation of this section shall be utterly void and of no effect. Provided that the Lieutenant-Governor in Council by Order-in-Council may from time to time in advance of such agreements or by-laws being made approve of any class or description of such agreements or by-laws in the Order-in-Council mentioned or referred to in regard to any corporation in any such order named and thereafter and until such order is amended or rescinded such approval shall continue.

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4. This Act shall also apply to all companies incorporated during the present session of the Legislature.

CHAPTER 44.

An Act to amend The Ontario Railway Act, 1906.

Assented to 14th April, 1908.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

VII. 2, d.

1. Subsection 12 of section 2 of *The Ontario Railway Act* is repealed and the following subsection substituted in lieu thereof:—

e," ig of.

(12) "Judge" shall mean a Judge of the High Court or of a County Court and shall include a Judge of a District Court.

VII. 2, s ed.

2. Subsection 18 of said section 2 of *The Ontario Railway Act, 1906,* is amended by adding after the word "Company" in the eighth line thereof the following:— "and shall include a mortgagee of said lands."

VII. 61 ed.

3. Section 61 of said Act is amended by adding after subsection 2 thereof the following subsection:—

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"When such persons have no right in law to sell or convey the rights of property in the said land they may obtain from a Judge after due notice to the persons interested the right to sell the said land. The said Judge shall

give such orders as are necessary to secure the investment of the purchase money in such a manner as he deems necessary in accordance with the law to secure the interests of the owner of the said land."

"Land," meaning of in 6 Edw. VII. c. 30, ss. 59-74.

4. Whenever in section 59 to 74 inclusive of the said Act, the word "land" occurs, it shall include any privilege or easement required by the company for constructing or maintaining the works authorized or any portion thereof over and along any land, and any such privilege or easement may be required, without the necessity of acquiring a title to the land.

6 Edw. VII. c. 30, s. 68, subs. 6 amended.

5. Subsection 6 of section 68 of the said Act is amended by striking out the words "opposite party" in the first line thereof and substituting in lieu thereof the word "owner", and by striking out the word "party" in the fifth line thereof and substituting therefor the word "owner"; and subsection 10 of said section 68 is amended by striking out the words "opposite party" in lines four and five thereof and substituting in lieu thereof the word "owner."

6 Edw. VII. c. 30, s. 37 amended.

6. Section 87 of said Act is amended by adding after subsection 4 thereof the following subsection:—

Fencing line adjoining highway.

(4*a*) Whenever the railway passes alongside of and immediately adjacent to a public highway, neither the company nor the municipality shall be required to erect and maintain a fence between the company's lands and the highway unless the Board otherwise orders or directs. But where the railway becomes diverted from alongside of the highway the company shall erect and maintain cattle guards at the point of diversion and the railway fences at such point of diversion shall be turned into the cattle guards.

CHAPTER 45.

An Act to amend The Ontario Railway Act, 1906.

Assented to 14th April, 1908.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

6 Edw. VII. c. 30, s. 68, sub-s. 5 amended.

1. Subsection 5 of section 68 of *The Ontario Railway Act, 1906*, is amended by inserting after the word "Company" in the sixth line thereof the words "six days' notice of which shall be given to the owner," by striking out the words "an Ontario land surveyor" in the seventh line thereof and substituting therefor the words "a person,"

nent tors. and by adding to the said subsection the following proviso: "Provided that the Judge shall, at the request of either party, on such application, appoint three arbitrators to determine such compensation, one of whom may be named by each party on such application."

II. 58, ... 2. Subsection 9 of section 68 of *The Ontario Railway Act, 1906*, is amended by adding after the word "best" in the seventh line thereof the words "and in the case where two of such arbitrators are appointed by the parties and the third arbitrator is selected by them shall fix a day on or before which the award shall be made, and may from time to time, with the consent of all parties, but not otherwise, extend such time."

ate for award.

VII. 58, ; l. 3. Subsection 16 of section 68 of *The Ontario Railway Act, 1906*, is repealed and the following substituted therefor:—

(16) If the arbitrator appointed by the Judge or if any arbitrator appointed by the parties, or any third arbitrator appointed by the other two arbitrators, dies before the award has been made, or is disqualified, or refuses or fails to act within a reasonable time, or refuses or neglects to make his award within the time fixed, then, in the case of any sole or third arbitrator appointed by the Judge, upon the application of either party, such Judge being satisfied by affidavit or otherwise of such death, disqualification, refusal or failure, may appoint another arbitrator in his place, and the company and party respectively may each appoint an arbitratior in the place of his arbitrator deceased or not acting as aforesaid, or in the case of such arbitrator being a third arbitrator, jointly appointed by the other two arbitrators, the remaining arbitrators may jointly appoint a third arbitrator or upon their failure to agree upon such third arbitrator either party, upon one day's notice to the opposite paty, may apply to the Judge to appoint such third arbitrator, and such Judge shall appoint such arbitrator, but no recommencement or repetition of prior proceedings shall be required in any case, provided that the proceedings may be commenced *de novo* if the majority of the arbitrators so order.

VII, 58, e l. 4. Subsection 19 of section 68 of *The Ontario Railway Act, 1906*, is repealed, and the following substituted therefor:—

up nd t of (19) In the event of the company having taken possession of the property prior to the making of the award it shall after receiving a written notice

from one of the arbitrators of the making of the award, take up the same and shall pay to the arbitrators their costs of the award, and shall furnish to the owner a copy of such award upon demand, and any party may appeal from such award within thirty days after the same has been so taken up by the company, upon any question of law or fact to any Judge of the High Court, and upon the hearing of the appeal the Judge shall, if the same is a question of fact, decide the same upon the evidence as in a case of original jurisdiction. In case the arbitrator or arbitrators award that the costs of the arbitration or any portion thereof shall be paid by the owner of the lands they may in their award provide that any sum so paid by the company for taking up such award may be retained out of the moneys offered by the company for the lands in dispute, or may make such other direction in respect to the same as to them may seem just and proper.

CHAPTER 31.

An Act for the appointment of a Railway and Municipal Board.

Assented to 14th May, 1906.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Short title.

1. This Act may be cited as "*The Ontario Railway and Municipal Board Act, 1906.*"

Interpretation.

2. The interpretation sections of "*The Ontario Railway Act, 1906,*" shall apply to this Act. New.

To apply to street railways.

3.—(1) All the provisions of this Act relating to railways shall apply to all railways, whether operated by steam, electricity or other motive power, including Street Railways; and the expression "Railway" shall include "a Street Railway." New.

"Public utility"

(2) "Public Utility" shall mean and include any water works, gas works, Electric Heat, Light and Power works and Telegraph and Telephone lines or any similar works supplying the general public with necessaries or conveniences. New.

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4.—(1) From and after the appointment of the Board the Railway Committee of the Executive Council of Ontario shall be abolished.

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mission.

(2) The Lieutenant-Governor may from time to time appoint a Commission to be called "The Ontario Railway and Municipal Board." Dom. Ry. Act, 1903.

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(3) Such Board shall be composed of three members, one of whom shall be the chairman thereof who shall be appointed chairman by the Lieutenant-Governor in Council and shall continue to be chairman so long as he is a member of the Board.

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(4) Vacancies caused by death, resignation or otherwise may from time to time be filled by the Lieutenant-Governor in Council.

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(5) The Board shall have all the powers of a Court of Record and shall have an official seal which shall be judicially noticed.

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(6) Each member of the Board shall hold office during pleasure. New.

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(7) Whenever any power or authority is given or duty imposed upon the Railway Committee of the Executive Council of Ontario by any Act or document such power, authority or duty may or shall, as the case may be, be exercised by the Board. New.

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5. In case of the absence of the Chairman, or of his inability to act, the Vice-Chairman shall exercise the powers of the Chairman in his stead; and in such case all regulations, orders, and other documents signed by the Vice-Chairman shall have the like force and effect as if signed by the Chairman. Whenever the Vice-Chairman appears to have acted for and instead of the Chairman, it shall be conclusively presumed that he so acted in the absence or disability of the Chairman within the meaning of this section. Dom. Ry. Act, 1903, s. 9, amended.

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6. Not less than two members shall attend at the hearing of every case and the Chairman, when present, shall preside, and his opinion upon any question, which in his opinion is a question of law, shall prevail. In any case where there is no opposing party, and no notice to be given to any interested party, any one member may act alone for the Board. Dom. Ry. Act, 1903, s. 10, amended.

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7. Whenever any member is interested in any matter before the Board, the Lieutenant-Governor in Council may, either upon the application of such member or otherwise, appoint some disinterested person to act as member Dom. Ry. Act, 1903, s. 11, amended.

pro hac vice. The Lieutenant-Governor in Council may also appoint a member *pro hac vice* in the case of sickness, absence or inability to act, of any member.

Members of Board not to hold railway stock, etc.

8.—(1) No member shall, directly or indirectly, hold, purchase, take or become interested in, for his own behalf, any stock, share, bond, debenture or other security, of any railway company, street railway company or public utility subject to this Act or the said Act nor shall, directly or indirectly, have any interest in any device, appliance, machine, patented process or article or any part thereof, which may be required or used as a part of the equipment of railways or of street railways, or of any rolling stock to be used thereon; and, if any such stock, share, bond or other security, device appliance, machine, patented process or article, or any part thereof, or any interest therein, shall come to, vest in any such member by will or succession, for his own benefit, he shall, within three calendar months after the same shall so come to, or vest in him, absolutely dispose of the same, or his interest therein.

Members of Board not to be officers or directors of certain companies,

(2) No member shall act as an officer or director of any public utility or of any company that has power to invest any portion of its funds in the securities of a railway company, street railway company, or public utility company.

Members to give whole time to work of Board.

9. The members shall devote the whole of their time to the performance of their duties under this Act, and shall not accept or hold any office or employment inconsistent with this section. Dom. Ry. A 1903, s. 13,

Offices at Toronto.

10. The Lieutenant-Governor in Council shall provide within the City of Toronto, a suitable place in which the sessions of the Board may be held, and also suitable offices for the members, Secretary, staff and other employees, and all necessary furnishings, stationery and equipment for the establishment, conduct and maintenance of the same, and for the performance of the duties of the Board. Dom. Ry. A 1903, s. 14, amended.

Sittings of Board.

11. The members shall sit at such times and places and conduct their proceedings in such manner as may seem to them most convenient for the speedy despatch of business: they may, subject as in this Act or in the said *Ontario Railway Act, 1906*, mentioned, sit either together or separately, and either in private or in open court, but any complaint made to them shall, on the application of any party to the complaint, be heard and determined in open court. Dom. Ry. A 1903, s. 16, amended.

Use of Court house.

12.—(1) In case sittings of the Board or of any member thereof are appointed to be held in any city, town or place in which a Court House is situated, the member presiding at any such sittings, shall have, in all respects the same authority as a Judge of the High Court in regard

to the use of the Court House and other buildings or apartments set apart in the county for the administration of justice. R.S.O. 1887, c. 42, s. 3.

(2) In case sittings of the Board or of any member thereof are appointed to be held in any municipality in which there is a Hall belonging to the municipality but no Court House, the municipality shall allow such sittings to be held in such Hall.

THE SECRETARY.

13.—(1) There shall be a Secretary of the Board, who shall be appointed by the Lieutenant-Governor in Council and shall hold office during pleasure. Dom. Ry. Act, 1903, s. 17, amended.

(2) It shall be the duty of the Secretary—

(*a*) To attend all sessions of the Board, to keep a record of all proceedings conducted before the Board or any member under this Act, to have the custody and care of all records and documents belonging or appertaining thereto, or filed in his office, and to obey all rules and directions which may be made or given by the Board touching his duties or the governance of his office.

(*b*) To have every regulation and order made by the Board, drawn pursuant to the direction of the Board, signed by the Chairman, sealed with the official seal of the Board, and filed in the office of the Secretary.

(*c*) To keep in his office suitable books of record, in which he shall enter a true copy of every such regulation and order and every other document which the Board may require to be entered therein, and such entry shall constitute and be, and in all courts be deemed and taken to be, the original record of any such regulation or order.

(*d*) Upon application of any person, and on payment of such fees as are authorized by this Act or as the Board may prescribe, the Secretary shall deliver to such applicant a certified copy of any such regulation or order. Dom. Ry. Act, 1903, s. 18, amended.

(*e*) In the absence of the Secretary from sickness or any other cause, the Board may appoint an Acting Secretary, who shall thereupon act in the place of the Secretary, and exercise his powers. Dom. Ry. Act, 1903, s. 19.

(*f*) A member of the Board may act as secretary.

Salaries.

14. The Chairman shall be paid an annual salary of not more than $6,000, and the other two members shall be paid each an annual salary of not more than $4,000. The Secretary shall receive a salary to be fixed by the Lieutenant-Governor in Council of not more than $2,000 annually. Dom. Ry. c 1903, s. 2(amended.

Experts.

15.—(1) The Lieutenant-Governor in Council may from time to time, upon the request of the Board, appoint one or more experts, or persons having technical or special knowledge of the matters in question, to assist in an advisory capacity in respect of any matter before the Board.

Staff of Board.

Salaries

(2) There shall be attached to the Board such officers, clerks, stenographers and messengers, as the Board, with the approval of the Lieutenant-Governor in Council, from time to time may appoint, at such salaries or remuneration as are recommended by the Board and approved by the Lieutenant-Governor in Council. The Board may, at will, dismiss any such employee.

Payment of appointee to make inquiry.

(3) Whenever the Board, by virtue of any power vested in it by this Act, or the said Act, appoints or directs any person, other than a member of the staff of the Board, to perform any service required by this Act, or the said Act, such person shall be paid therefor such sum for services and expenses as the Lieutenant-Governor in Council upon the recommendation of the Board, may, in such cases, determine.

Salaries and expenses of staff, &c., how to be paid.

(4) The salaries or remuneration of all such officers, clerks, stenographers, messengers, and appointees and all the expenses of the Board incidental to the carrying out of this Act and the said Act, including all actual and reasonable travelling expenses of the members, Secretary, and of such appointees or persons on the staff of the Board as may be required by the Board, to travel, necessarily incurred in attending to the duties of their office, shall be paid monthly out of such moneys as may be voted by the Legislature for that purpose. Dom. Ry. c 1903, s. 2 amended.

JURISDICTION AND GENERAL POWERS.

Jurisdiction of Board upon application.

16. The Board shall have all the powers and authority vested in it by "*The Ontario Railway Act, 1906*," and shall also have full jurisdiction to inquire into, hear and determine any application by or on behalf of any party interested;

Neglect of duties under any act, regulation, order or agreement.

(*a*) complaining that the company, or any person or Municipal Corporation, has failed to do any act, matter or thing required to be done by this Act or the said Act or the Special Act, or by any regulation, order or direction made thereunder, by the Lieutenant-Governor in Council, the Board, or by any inspecting engineer, or by any agreement entered into by the company with any

Municipal Corporation, or has done or is doing any act, matter or thing contrary to, or in violation of, this Act, or the said Act, or the Special Act, or any such regulation, order or direction, or any such agreement.

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(*b*) requesting the Board to make any order, or give any direction, sanction or approval, which by law it is authorized to make or give.

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17.—(1) The Board may order and require any company or person or Municipal Corporation to do forthwith, or within, or at any specified time, and in any manner prescribed by the Board, so far as is not inconsistent with this Act or the said Act, any act, matter or thing which such company or person or Municipal Corporation is or may be required to do under this Act or the said Act, or the Special Act, or any such regulation, order, direction or agreement, and may forbid the doing or continuing of any act, matter or thing which is contrary to this Act or the said Act, or the Special Act, or any such regulation, order, direction or agreement, and shall have full jurisdiction to hear and determine all matters whether of law or of fact, and shall, as respects the attendance and examination of witnesses, the production and inspection of documents, the enforcement of its orders, the entry on and inspection of property, and other matters necessary or proper for the due exercise of its jurisdiction under this Act, or the said Act, or otherwise for carrying this Act or the said Act or the Special Act, or any such regulation, order, direction or agreement into effect, have all such powers, rights and privileges as are vested in the High Court of Justice.

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(2) The decision of the Board upon any question of fact, and as to whether any company, municipality or person is, or is not, a party interested within the meaning of this section, shall be binding and conclusive upon all companies and persons, and Municipal Corporations, and in all courts. Dom. Ry. Act, 1903, s. 23, amended.

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(3) The Board shall have exclusive jurisdiction in all cases and in respect of all matters in which jurisdiction is conferred on it by this Act or by the Special Act or by the said Act, and save as herein otherwise provided no order, decision or proceeding of the Board shall be questioned or reviewed, restrained or removed by prohibition, injunction, *certiorari* or any other process or proceeding in any court.

oard may ct upon its wn motion.

18.—(1) The Board may, of its own motion, or shall, upon the request of the Lieutenant-Governor in Council, inquire into, hear and determine any matter or thing which, under this Act or the said Act, it may inquire into, hear and determine upon application or complaint, and with respect thereto shall have and may exercise the same powers as, upon any application or complaint, are vested in it by this Act or the said Act. Dom. Ry. Act, 1903, s. 24, amended.

Power to act from time to time.

(2) Any power, or authority vested in the Board under this Act or the said Act may, though not so expressed in this Act or the said Act, be exercised from time to time, or at any time, as the occasion may require.

Board may make regulations respecting—

19.—(1) Without thereby limiting the powers and authority of the Board under this Act or the said Act, the Board may make orders and regulations:

Passing from car to car.

Coupling of cars.

(*a*) with respect to the method and means of passing from one car to another, either inside or overhead, and for the safety of employees while passing from one car to another, and for the coupling of cars;

Shelter for employees.

(*b*) requiring proper shelter to be provided for all employees when on duty;

Devices to avoid fires.

(*c*) With respect to the use on any steam engine, of nettings, screens, grates and other devices, and the use on any steam engine or car, of any appliances and precautions, and, generally, in connection with the railway respecting the construction, use and maintenance of any fire-guard or works which may be deemed by the Board necessary and most suitable to prevent, as far as possible, fires from being started, or occurring, upon, along, or near the right of way of the railway;

For protection generally.

(*d*) with respect to the rolling stock, apparatus, cattle-guards, fenders, appliances, signals, methods, devices, structures and works, to be used upon the railway, so as to provide means for the due protection of property, the employees of the company, and the public;

Other matters.

(*e*) with respect to any matter, act or thing which by this Act or the said Act or the Special Act is sanctioned, required to be done, or prohibited.

Application of orders.

(2) Any such orders or regulations may be made to apply to any particular district, or any railway or section, or portion thereof, and the Board may exempt any railway or portion thereof, from the operation of any such order or regulation, for such time, or during such period, as the Board deems expedient.

Penalties.

(3) The Board may provide penalties, when not already provided in this Act or the said Act, to which every company or peroson or Municipal Corporation who offends against any regulation made under this section shall be liable, which shall not exceed one hundred dollars for each offence. The imposition of any such penalty shall not lessen or affect any other liability which any company or person or Municipal Corporation may have incurred.

Power to review, etc.

(4) The Board may review, rescind, change, alter or vary any rule, regulation, order or decision made by it, whether previously published or not. Dom. Ry. Act 1903, s. 25, amended.

20. In case of default shall be made in the doing of any act, matter or thing, which the Board may direct to be done by the company or person or Municipal Corporation who is required to do the same, the Board may authorize such person as they may see fit to do the act, matter or thing, and in every such case the person so authorized may do such act, matter or thing, and the expense incurred in the doing of the same may be recovered from the company or person or Municipal Corporation in default as money paid for and at the request of the company or person, and the certificate of the Board of the amount so expended shall be conclusive evidence thereof.

21. All orders or regulations under section 19 hereof may be made to apply to any railways whether operated by steam, electricity or other motive power and to street railways; provided always that no such order or regulation shall increase, or extend, lessen or impair any obligations or duty resting upon, or any privilege or franchise enjoyed by the company under the Special Act or under any agreement.

22. The Board shall have power to enforce its orders and directions in like case and in the manner and by the means provided in section 63 of this Act.

23.—(1) Any notice required to be given to the company, or to any company, municipality, corporation, co-partnership, firm or individual may be, and shall be deemed to be sufficiently given or served by delivering the same, or a copy thereof;

(*a*) in the case of the company, to the president, vice-president, managing director, secretary or superintendent of the company, or to some adult person in the employ of the company at the head or any principal office of the company;

(*b*) in the case of any municipality, to the mayor, warden, reeve, treasurer, or clerk;

(*c*) in the case of any other company, or body corporate, to the president, vice-president, manager or secretary, or to some adult person in the employ of the company at the head office of such company;

(*d*) in the case of any firm or co-partnership, to any member of such firm or co-partnership, or left at the last place of abode of any such member with such adult member of his household, or at the office or place of business of the firm with a clerk employed therein;

(*e*) and, in the case of any individual, to him, or left at his last place of abode with any adult member of his household, or at his office or place of business with a clerk in his employ;

Proviso.

Provided that such notice is sufficient in substance, is given in sufficient time, and, in the case of the Board, is signed by the Secretary or Chairman; in the case of the inspecting engineer or other officer or person appointed by the Board, and required or authorized to give such notice, is signed by such inspecting engineer, officer or other person as the case may be; and in the case of any company or corporation is signed by its president or secretary, or by its duly authorized agent or solicitor; and in the case of any person, is signed by such person, or his duly authorized agent or solicitor.

Service by publication in certain cases.

(2) When in any of the cases mentioned in this section, it shall be made to appear to the satisfaction of the Board in any matter within the jurisdiction of the Board under this Act or the said Act that service of such notice cannot be made in the manner provided in this section, or that the person to be served cannot be served, or that the company or person to be served is seeking to evade service and therefore cannot be served, the Board may order and allow such service to be made by the publication of such notice for any period not less than three weeks in the *Ontario Gazette*, and also, if required, in any other newspaper or newspapers, and service by such publication shall be deemed to be as sufficient as if the same had been servel in the manner provided in subsection 1 of this section. Dom. Ry. 1903, s. 28 amended. Dom. Ry. 1904, s. 28 amended.

Service of orders, reports or other documents.

(3) Any regulation, order, direction, decision, report or other document may, unless in any case otherwise provided, be served in like manner as notice may be given under this section.

Duty of company on receipt of notice or order.

24. The company shall, as soon as possible after the receipt by it, or service upon it, of any regulation, order, direction, decision, notice, report or other document of the Board, or of the inspecting engineer, give cognizance thereof to each of its officers and servants performing duties which are or may be affected thereby, by delivering a copy to him or by posting up a copy thereof in some place where his work or his duties, or some of them, are to be performed. Dom. Ry. 1903, s. 29 amended.

Sheriffs, etc., to obey orders of Board.

25. Sheriffs, Deputy Sheriffs, Constables and other peace officers shall aid, assist and obey the Board in the exercise of the jurisdiction conferred by this Act whenever required so to do, and shall, upon the certificate of the Secretary be paid by the county or counties interested, like fees as for similar services at the sittings of the High Court for the trial of causes. 57 V., c. 56, s. 103.

V.—Practice and Procedure.

Evidence of documents.

26. Every document purporting to be signed by the Chairman and Secretary, or by either of them, or by the inspecting engineer, shall, without proof of any such signature, be Dom. Ry. 1903. s. 29 amended.

prima facie evidence in all courts, and shall be sufficient notice to the company and all parties interested, (if served therewith in the manner herein provided for service of notice), that such document was duly signed and issued by the Board, or inspecting engineer as the case may be; and if such document purports to be a copy of any regulation, order, direction, decision or report, made or given by the Board, or inspecting engineer, it shall be *prima facie* evidence in all courts of such regulation, order, direction, decision or report, and when served on the company, or any person, in the manner in section 23 provided for service of notice, shall be sufficient notice to the company or such person, of such regulation, order, direction, decision or report from the time of such service.

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27.—(1) Any document purporting to be certified by the Secretary as being a copy of any plan, profile, book of reference or any other document deposited with the Board, or of any portion thereof, shall, without proof of signature of the Secretary, be in al courts *prima facie* evidence of such original document, and that the same is so deposited, and is signed, certified, attested or executed by the persons by whom and in the manner in which, the same purports to be signed, certified, attested or executed, as shown or appearing from such certified copy, and also, if such certificate states the time such original was so deposited, that the same was deposited at the time so stated.

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(2) A copy of any regulation, order or other document in the custody of the Sceretary, or of record with the Board, certified by the Secretary to be a true copy, and sealed with the seal of the Board, shall, in all courts and for all purposes, be *prima facie* evidence of such regulation, order or document, without proof of signature of the Secretary. Dom. Ry. Act, 1903, s. 27.

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28. Publication by the Board, or by leave of the Board, for three weeks in the *Ontario Gazette* of any rule, regulation, order or decision of the Board, shall be sufficient notice thereof to the company, to all persons, and to the public generally; and when such rule, regulation, order or decision, is so published, the same, while in force, shall have the like effect as if enacted herein, and all courts, shall take judicial notice thereof. Dom. Ry. Act, 1903, s. 30, amended.

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29. Except in any case where it is otherwise provided, ten days' notice of any application to the Board, or of any hearing by the Board, shall be sufficient, unless in any case the Board directs longer notice. The Board may in any case, allow notice for any period less than ten days which shall be sufficient notice as if given for ten days or longer. Dom. Ry. Act, 1903, s. 31.

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30. When the Board is authorized to hear an application, complaint or dispute, or make any order, upon notice to the parties interested, it may, upon the ground of ur- Dom. Ry. Act, 1903, s. 32.

gency, or for other reason appearing to the Board to be sufficient, notwithstanding any want of, or insufficiency in, such notice, make the like order or decision in the matter as if due notice had been given to all parties; and such order or decision shall be as valid and take effect in all respects as if made on due notice; but any person entitled to notice and not sufficiently notified may, at any time within ten days after becoming aware of such order or decision, or within such further time as the Board may allow, apply to the Board to vary, amend or rescind such order or decision, and the Board shall thereupon, on such notice to other parties interested as it may in its discretion think desirable, hear such application, and either amend, alter or rescind such order or decision, or dismiss the application, as may seem to it just and right.

Rehearing on application made within ten days after notice served.

Regulations and orders of Railway Committee continue in force until repealed.

31. All regulations and orders made by the Railway Committee of the Executive Council of Ontario in force at the time of the passing of this Act, shall contiune in force until repealed, rescinded, changed or varied under the provisions of this Act or the said Act and the Board shall have the like powers to repeal, rescind, change or vary the same, as in the case of regulations or of orders which the Board may make under this Act or the said Act. Dom. Ry. A, 1903, s. 33, amended.

Existing orders of Railway Committee may be made rules of court.

32. Notwithstanding the repeal by this Act or by the said Act of any Act relating thereto, all orders of the Railway Committee of the Executive Council of Ontario in force at the time of the passing hereof, may be made orders of the High Court of Justice, and may be enforced in all respects, as nearly as may be, in the same manner, as provided by this Act and the said Act in the case of similar orders by the Board; and all penalties, forfeitures and liabilities attaching, under this Act or the said Act to the violation of any regulation, or disobedience to any order of the Board, shall apply and attach to any violation of, or disobedience to, any regulation or order of the Railway Committee of the Executive Council occurring after the passing of this Act, in all respects as nearly as may be, as if the same were a regulation or order of the Board. Dom. Ry. A, 1903, s. 34, amended.

RAILWAY COMMITTEE TO HAVE POWERS OF BOARD TILL ACT PASSED.

Railway Committee to have powers of Board till Board constituted.

33. The Railway Committee of the Executive Council of Ontario shall have the powers and jurisdiction of the Board and it shall be the duty of the said Railway Committee to exercise the same until such time as the Board is constituted under this Act.

ORDERS OF BOARD MAY BE MADE ORDERS OF COURT.

Decisions or orders of Board may be made rules of court.

34.—(1) Any decision or order made by the Board under this Act or the said Act may be made an order of the High Court of Justice, and shall be enforced in like manner as any order of such court.

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(2) To make such decision or order an order of such court, the usual practice and procedure of the court in such matters may be followed; or, in lieu thereof, the Secretary may make a certified copy of such decision or order, upon which shall be made the following endorsement signed by the Chairman and sealed with the official seal of the Board:—

"To move to make the within an order of the High Court of Justice.

"Dated this day of A.D. 19 .

"A. B.,

(Seal.) "Chairman of the Ontario Railway and Municipal Board."

And the Secretary may forward such certified copy, so endorsed, to the registrar, or other proper officer of such court, who shall on receipt thereof, enter the same as of record, and the same shall thereupon become and be an order of such court.

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(3) Where an order or decision of the Board under this Act or the said Act or of the Railway Committee of the Executive Council of Ontario has been made an order of the High Court of Justice any order or decision of the Board rescinding or changing the same shall be deemed to cancel the said order, or decree of such court, and may, in like manner, be made an order of court. Dom. Ry. Act, 1903, s. 35, amended.

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(4) It shall be optional with the Board to adopt the method provided by this section for enforcing its orders or decisions, or to enforce them by its own action.

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35. The Board may provide in any order that the same, or any specified portion or terms, thereof, shall come into force, at a future fixed time, or upon the happening of any specified contingency, event or condition precedent, or upon the performance to the satisfaction of the Board, or person named by it, of any terms which the Board may impose upon any party interested, and it may provide that the whole, or any portion of such order, shall have force for a limited time, or until the happening of any specified event. The Board may, instead of making an order final in the first instance, make an *interim* order, and reserve further order and direction to be made, either at an adjourned hearing of the matter, or upon further application. Dom. Ry. Act, 1903, s. 36.

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36. Upon any application made to the Board under this Act or the said Act, the Board may make an order granting the whole, or part only, of such application, or may grant such further, or other relief, in addition to, or substitution for, that applied for, as to the Board may seem just and proper, as fully in all respects as if such application had been for such partial, other, or further relief. Dom. Ry. Act, 1903, s. 37.

Interim *ex parte* orders. Proviso.

37. Whenever the special circumstances of any case seem to so require, the Board may make an *interim ex parte* order authorizing, requiring or forbidding anything to be done which the Board would be empowered on application, notice and hearing to authorize, require or forbid. No such *interim* order shall, however, be made for any longer time than the Board may deem necessary to enable the matter to be heard and determined. Dom. Ry. Act 1903, s. 38.

Extension of time specified in order.

38. When any work, act, matter or thing is by any regulation, order or decision of the Board required to be done, performed or completed within a specified time, the Board, may, if the circumstances of the case seem to so require, upon notice and hearing, or in its discretion upon *ex parte* application, extend the time so specified. Dom. Ry. Act 1903, s. 39.

May make rules governing its procedure and practice.

When to be judicially noticed.

Amendments.

39. The Board may make general rules governing, so far as shall not be inconsistent with the express provisions of this Act or the said Act, its practice and procedure under this Act and the said Act and generally for carrying this Act and the said Act into effect. Such rules may be published in the *Ontario Gazette*, and shall thereupon be judicially noticed, and shall have effect as if they were enacted in this Act. The Board may, upon terms or otherwise, make or allow any amendments in any proceedings before it. Dom. Ry. Act 1903, s. 40, amended.

Presumption of jurisdiction to make order.

40. No order of the Board need show upon its face that any proceeding or notice was had or given, or any circumstance existed, necessary to give it jurisdiction to make such order. Dom. Ry. Act 1903, s. 41.

Judgments of other courts on questions of fact not binding upon Board.

41.—(1) In determining any question of fact, the Board shall not be concluded by the finding or judgment of any other court, in any suit, prosecution or proceeding, involving the determination of such fact, but such finding or judgment shall, in proceedings before the Board, be *prima facie* evidence only.

Jurisdiction Board not affected by collateral suits.

(2) The pendency of any suit, prosecution or proceeding, in any other court, involving questions of fact, shall not deprive the Board of jurisdiction to hear and determine the same questions of fact.

Finding of Board on questions of fact conclusive.

(3) The finding or determination of the Board upon any question of fact within its jurisdiction shall be binding and conclusive on all courts. Dom. Ry. Act 1903, s. 42.

May state case for opinion of Court of Appeal for Ontario.

42.—(1) The Board may, of its own motion or upon the application of any party, and upon such security being given as it directs, state a case, in writing, for the opinion of the Court of Appeal for Ontario upon any question which in the opinion of the Board is a question of law. A like reference may also be made at the request of the Lieutenant-Governor in Council.

(2) The Court of Appeal shall hear and determine the question or questions of law arising thereon, and remit the matter to the Board with the opinion of the court thereon. Dom. Ry. Act, 1904, s. 43, amended.

APPEALS.

43.—(1) Subject to the provisions of this section, every decision or order of the Board shall be final.

(2) An appeal shall lie from the Board to the Court of Appeal for Ontario upon a question of jurisdiction or upon any question of law, but such appeal shall not lie unless leave to appeal is given by the said court upon application and hearing the parties and the Board; the costs of such application shall be in the discretion of the judge.

(3) Upon such leave being obtained the party so appealing shall pay into court the sum of two hundred and fifty dollars, by way of security for costs, and thereupon the Registrar of the Court of Appeal shall set the appeal down for hearing on the first day of the next session; and the party appealing shall within ten days after the deposit, give to the parties affected by the appeal, or their respective solicitors by whom such parties were represented before the Board, and to the Secretary, notice in writing that the case has been so set down to be heard in appeal as aforesaid; and the said appeal shall be heard by such court as speedily as practicable.

(4) On the hearing of any such appeal the Court of Appeal may draw all such inferences as are not inconsistent with the facts expressly found by the Board, and are necessary for determining the question of jurisdiction, or law, as the case may be, and shall certify its opinion to the Board, and the Board shall make an order in accordance with such opinion.

(5) The Board shall be entitled to be heard, by counsel or otherwise, upon the argument of any such appeal.

(6) The Court of Appeal shall have power to fix the costs, and fees to be taxed, allowed and paid upon such appeals, and to make rules of practice respecting appeals under this section, and until such rules are made the rules and practice applicable to appeals from the High Court of Justice to the Court of Appeal shall be applicable to an appeal under this Act.

(7) When the matter in controversy before the Board exceeds the sum or value of $4,000 as well as where the matter in question relates to the duration of a privilege to operate a railway along a highway, or to the construction of an agreement between a railway company and a municipal corporation, or to any demand affecting the rights of the public or to any like demand of a general or public

nature affecting future rights, an appeal shall lie to His Majesty in his Privy Council, and except as aforesaid no appeal shall lie to His Majesty in his Privy Council.

Members of Board not liable for costs.

(8) Neither the Board nor any member of the Board shall in any case be liable to any costs by reason or in respect of any appeal or application under this section.

Lieutenant-Governor in Council may refer to Board for report.

44. The Lieutenant-Governor in Council may at any time refer to the Board for a report, or other action, any question, matter or thing arising, or required to be done, under this Act or the said Act, or the Special Act, and the Board shall without unnecessary delay comply therewith. Dom. Ry. 1903, s. 4 amended.

Costs.

45.—(1) The costs of and incidental to any proceeding before the Board shall be in the discretion of the Board, and may be fixed in any case at a sum certain, or may be taxed. The Board may order by whom and to whom the same are to be paid, and by whom the same are to be taxed and allowed.

Scale of costs.

(2) The Board may prescribe a scale under which such costs shall be taxed. Dom. Ry. 1903, s. 4

Expenses of works ordered by Board.

46. When the Board, in the exercise of any power vested in it by this Act or the said Act or the Special Act, in and by any order directs any structure, appliances, equipment, works, renewals, or repairs to be provided, constructed, reconstructed, altered, installed, operated, used or maintained, it may order by what company, municipality or person, interested or affected by such order, as the case may be, and when or within what time, and upon what terms and conditions as to the payment or compensation or otherwise, and under what supervision, the same shall be provided, constructed, reconstructed, altered, installed, operated, used or maintained; and the Board may order by whom, in what proportion, and when, the cost and expenses of providing, constructing, reconstructing altering, installing and executing such structures, equipment, works, renewals, or repairs, or the supervision (if any), or the continued operation, use or maintenance of the same, or of otherwise complying with such order, shall be paid. Dom. Ry. 1903, s. 47

Board may order by whom to be constructed and paid.

Proceedings instituted by Attorney-General.

47.—(1) Whenever the Board shall have reasonable ground for belief that the company, or any person or corporation is violating or has violated any of the provisions of this Act or the said Act, in respect of which violation a penalty may be imposed under this Act or the said Act, the Board may request the Attorney-General of Ontario to institute and prosecute proceedings on behalf of His Majesty the King against such company or person for the recovery of the penalty provided under this Act or the said Act, for such violation.

(2) All the provisions of the said Act as to penalties and the imposition and recovery thereof shall apply to penalties imposed under the authority of this Act.

(3) No prosecution shall hereafter be had or penalty enforced against the company or any municipal corporation for any penalty under this Act or the said Act or the Special Act, without the leave of the Board being first obtained. Dom. Ry. Act, 1903, s. 300, (2-3).

(4) Where any penalty has been imposed upon the company under this Act or the said Act such penalty shall be the first lien or charge upon the railway, property, assets, rents and revenues of the company. Dom. Ry. Act, 1903, s. 301.

48. The Board may appoint or direct any person to make an inquiry and report upon any application, complaint or dispute pending before such Board, or any matter or thing over which the Board has jurisdiction under this Act or the said Act or the Special Act, and may order and direct by whom and in what proportion the costs and expenses incurred in making such inquiry and report shall be paid, and may fix the amount of such costs and expenses. Dom. Ry. Act, 1903, s. 48 (1), amended.

49.—(1) The Board, inspecting engineer, or person appointed under this Act or the said Act to make any inquiry or report may:—

(*a*) enter upon and inspect any place, building, or works, being the property or under the control of any company, the entry or inspection of which appears to it or him requisite;

(*b*) inspect any works, structure, rolling stock or property of the company;

(*c*) require the attendance of all such persons as it or he thinks fit to call before it or him, and examine, and require answers or returns to such inquiries as it or he thinks fit to make;

(*d*) require the production of all books, papers, plans, specifications, drawings and documents, relating to the matter before it or him;

(*e*) administer oaths, affirmations or declarations;

(2) And shall have the like power in summoning witnesses and enforcing their attendance, and compelling them to give evidence and produce books, papers or things which they are required to produce, as is vested in any court in civil cases. Dom. Ry. Act, 103, s. 49.

50.—(1) Every person summoned to attend before the Board or before any inspecting engineer, or person appointed under this Act or the said Act to make enquiry and report, shall, in the discretion of the Board, receive the like fees and allowances for so doing as if summoned to attend before the High Court of Justice.

Proof of documents.

(2) In any proceedings before the Board and in any action or proceeding under this Act or the said Act, every written or printed document purporting to have been issued or authorized by the company, or any officer, agent, or employee of the company, or any other person or company for or on its behalf, shall, as against the company, be received as *prima facie* evidence of the issue of such document by the company, and of the contents thereof, without any further proof than the mere production of such document. Dom. Ry. Act 1903, s. 50, amended.

ADDITIONAL POWERS OF THE BOARD.

Assessment appeals.

51.—(1) The appeal provided for by section 76 of *The Assessment Act* shall be to the Board instead of to the Board of County Judges as therein provided.

Questions which may be decided on appeal.

(2) The Board shall have power upon such appeal to decide not only as to the amount at which the property in question shall be assessed, but also all questions as to whether any persons or things are liable to assessment or exempt from assessment under the provisions of *The Assessment Act*.

Appeal from Board.

(3) An appeal shall lie from the decision of the Board under this section to the Court of Appeal upon all questions of law, but such appeal shall not lie unless leave to appeal is given by the said court upon application of any party and upon hearing the parties and the Board.

Procedure on appeals.

(4) The practice and procedure on any such appeal shall be the same *mutatis mutandis* subject to any rule of court or regulation of the Board as upon an appeal from a County Court to the High Court.

Appeals in unorganized districts.

52.—(1) Instead of the appeal provided for by subsection 1 of section 48 (*a*) of *The Act respecting the establishment of Municipal Institutions in Territorial Districts* being to a judge of the High Court in Chambers in Toronto, it shall be to the Board. New.

One member may hear appeal.

(2) One member may act as and for the Board in the hearing and determining of the appeal mentioned in this section.

Municipal powers.

53. The Board shall have all the powers conferred by *The Consolidated Municipal Act, 1903*, and amending Acts, upon the Lieutenant-Governor in Council regarding,— New.

(*a*) The addition to or taking from any municipality any territory;

(*b*) The annexation of any territory to any city or town;

(*c*) The alteration in any manner of the boundaries or limits of any municipality;

(*d*) The approval or confirmation of by-laws relating to finance, debentures, sinking funds or the creation of debts, in cases where the approval or confirmation of the Lieutenant-Governor in Council is required by *The Consolidated Municipal Act, 1903*, or any other Statute of this Province. New.

(*e*) The approval or confirmation of by-laws relating to public highways, roads, streets, or bridges, to street or electric railways or to gas or waterworks or to any other industry or concern commonly known as a public utility, in cases where the approval or confirmation of the Lieutenant-Governor in Council is required by *The Consolidated Municipal Act, 1903*, or any other Statute of this Province. New.

raph and hone , &c.

54.—(1) The Board may also require any telegraph, telephone, electric light, power or heat company or any person operating any telegraph, telephone, electric light, power or heat system to adopt such means and appliances, and to take and use such precautions, as the Board may deem necessary or expedient for the safety of life and property. New.

diction ard.

(2) The Board shall, in respect of the matters provided for by the last preceding subsections, have the like jurisdiction, powers and authorities as are vested in it with respect to railways and railway companies under *The Ontario Railway Act, 1906*, and under this Act, and the powers conferred by this section may be exercised as to a part of a highway, and as to some only of the lines of any such company or person, or as to a part or parts thereof. New.

ENQUIRIES INTO FACTS FOR GOVERNMENT, ETC.

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55. The Board shall in all cases when required so to do by the Lieutenant-Governor in Council, the Legislature or by any Committee thereof, make, or cause to be made under its supervision, an enquiry into any facts which the Lieutenant-Governor in Council, Legislature or any such Committee may desire to ascertain before passing upon the propriety of any proposed change in the general railway law, or upon any proposed private of special Bill or Act relating in any way to a municipal corporation or to a railway or street railway company or to any corporation or person operating or proposing to operate what is commonly called a public utility, and upon the conclusion of such enquiry the Board shall report to the Legislature or to such Committee its opinion upon such proposed change in the law, or upon such Bill or Act. New.

ANNUAL REPORT OF BOARD.

ual report.

56. The Board shall make an annual report on or before the 31st day of January in each year to the Lieutenant-Governor in Council which shall contain—

1. A record of its meetings and an abstract of its proceedings during the preceding calendar year.

2. The result of any examination or investigation conducted by it.

3. Such statements, facts and explanations as will disclose the actual workings of the system of railway transportation in its bearing upon the business and prosperity of the Province, and such suggestions as to the general railway policy of the Province, of the amendment of its laws, or the condition, affairs or conduct of any railway or street railway, as may seem to it advisable. New. Founded on N. Y. Ry. la

4. Such tables and abstracts of all the reports of all the railway and street railway companies as it my deem expedient.

5. A statement in detail of the travelling expenses and disbursements of the Board, its Secretary and officers.

May require statements, etc., from public utilities operated by municipalities.

57. The Board shall superintend the system of bookkeeping and keeping accounts of the assets, liabilities, revenue and expenditure of all public utilities that are operated under the control of a municipal corporation or of a commission apointed by a municipal corporation, and may require from any such municipal corporation or commission such returns and statements as to the Board may seem proper and may extract from such books, returns and statements such information as in the opinion of the Board may be useful for publication, and may embody such portions of such returns and statements in the annual report of the Board as to it may seem proper.

ARBITRATION BY THE BOARD IN CASES OF LABOUR DISPUTES.

May arbitrate labor difficulties.

58.—(1) A grievance or dispute between a railway or street railway company and its employees may be submitted to the Board for its determination and settlement. The submission shall be in writing, and may contain a statement in detail of the grievance or dispute and the cause thereof, and also an agreement to abide by the determination of the Board, and to continue in business or at work, without a lockout or strike during the investigation. New.

Procedure in such cases.

(2) Upon such submission the Board shall investigate and determine the matters in controversy, and shall render its decision within ten days after the completion of the investigation.

(3) The proceedings shall, as nearly as may be, be the same as in the case of any other enquiry which the Board is authorized to make, but the Board may regulate the proceedings, and the manner of conducting them, as to the Board may seem meet.

MEDITATION IN CASE OF STRIKE OR LOCKOUT.

To endeavour to mediate in case of strikes.

59.—(1) Whenever a strike or lockout of the employees of any railway or street railway company or public utility occurs, or is seriously threatened, the Board shall proceed New. Founded on N.Y. Ry. law

as soon as practicable to the locality thereof, and endeavour by mediation to effect an amicable settlement of the controversy.

(2) Wherever there shall exist in any railway or street railway or public utility a strike or lock-out or any strike or lock-out by reason of which in the opinion of the Board the general public shall appear likely to suffer injury or inconvenience with respect to food, fuel or light or power or the means of communication or transportation, or in any other respect, and the parties to such strike or lock-out will not consent to submit the matter or matters in controversy to the Board, the Board, after first having made due effort to affect a settlement thereof by conciliatory means and such effort having failed, may proceed on its own motion to make an investigation of all facts bearing upon such strike or lock-out, and shall make public its findings, with such recommendations to the parties involved, as, in its judgment, will contribute to a fair and equitable settlement of the differences which constitute the cause of the strike or lock-out and in the prosecution of such enquiry the Board shall have all the powers conferred upon it by any other section or sections of this Act.

FEES TO BE CHARGED AND COLLECTED BY THE BOARD.

60. The Board may charge and collect such fees, as to it may seem proper, for all copies of documents, maps or plans, and all certificates as to the same. All fees charged and collected by the Board shall be paid quarterly, accompanied with a detailed statement thereof, to the Treasurer of the Province. New. Founded on N.Y. Ry. law.

61. There shall be paid in law stamps upon every order made by the Board such sum as may be directed by the Board, regard being had to the time occupied by the Board and its officers and the expense occasioned to the Province in the matter, and such law stamps shall be provided in the first instance by the applicant for such order, and such sum shall be a debt due by the applicant to His Majesty, and a summary order may be made for payment thereof by the Board, which order may be made an order of the High Court of Justice. 2 Edw. VII., c. 27, amended.

62. The annual expense of the Board, including the salaries of the members thereof, and of its officers and employees, and the incidental expenses of the Board shall be paid out of the Consolidated Revenue Fund of the Province of Ontario from such sums as may be granted from time to time by the Legislature. New.

ENFORCEMENT OF MUNICIPAL AGREEMENTS.

63.—(1) Where it is alleged by a municipal corporation having jurisdiction over, or owning, or maintaining a highway, along which a railway is operated, in whole or in

part, under an agreement between such municipality and the company operating the railway, that the company has violated or committed a breach of such agreement, or where it is alleged by such company, that such municipality has violated or committed a breach of such agreement, the Board shall hear all matters relating to such alleged violation or breach of agreement, and shall make such order as to the same as to it may seem, having regard to all the circumstances of the case, reasonable and expedient, and in such order may in its discretion direct the company or the municipality to do such things as are necessary for the proper fulfilment of such agreement, or to refrain from doing such acts as constitute a violation or a breach thereof.

May enter Company's property.

(2) The Board may take such steps and employ such persons as may be necessary for the proper enforcement of such order, and in pursuance thereof may forcibly or otherwise enter upon, seize and take possession of the whole or part of the railway, and the real and personal property of such company together with its books and offices and may, until such order has been enforced, assume and take over all or any of the powers, duties, right and functions of the directors and officers of such company and supervise and direct the management of such company and its railway in all respects, including the employment and dismissal of officers and servants of the company for such time as the Board shall continue to direct such management. New.

Company's servants to obey Board.

(3) Upon the Board so taking possession of such railway and property, it shall be the duty of every officer and employee of the company to obey the orders of the Board or of such person or persons as it may place in authority in the management of any or all departments of such railway. New.

May pay out and receive money.

(4) The Board shall, upon so taking possession of such railway and property, have power to demand, receive and pay out all moneys due to or owing by such company, and may give checks, acquittances and receipts for moneys to the same extent and in as full and ample a manner as the proper officers of such company could do if no such order had been made. New.

May give receipts etc.

(5) Checks, acquittances or receipts so given by the Board shall be a defence to any action that may afterwards be brought by such company against the person or corporation paying over the money for which such checks, acquittances or receipts were given. New.

Board not liable for damages.

(6) The Board and the members thereof, and its officers and employees shall not be liable to any action for acts done by them or any of them under the authority of this section. New.

Costs.

(7) The costs and expenses of and incidental to proceedings to be taken by the Board under this section shall

be in the discretion of the Board, and the Board shall have power to direct by whom and to what extent the same shall be paid.

(8) The certificate of the Board as to the amount of such costs and expenses shall be final. New.

true ents.

64. Except when otherwise expressly provided, notwithstanding anything in this Act, or the said Act, or in any agreement contained, in any proceeding under this Act, the Board shall have power to construe and determine the proper meaning of, but not to alter or vary any agreement between a municipal corporation and a company, or between two or more companies, and the decision of the Board on any question of fact shall be final.

g suits.

65. This Act shall not affect any action or other proceeding pending at the time of the coming into force of this Act.

ence- of Act.

66. This Act shall come into force on the first day of June, 1906.

CHAPTER 38.

An Act to amend The Ontario Railway and Municipal Board Act, 1906.

Assented to 20th April, 1907.

His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

6 Edw. VII., c. 31, s. 4, amended.

1. Section 4 of *The Ontario Railway and Municipal Board Act, 1906*, is amended by adding thereto the following subsection:—

Powers of Board.

(8) Whenever by any Act of the Legislature of the Province of Ontario the location of any line of railway or the route and course thereof, and the maps, plans and specifications, and any of the equipment, are subject to the approval of the Lieutenant-Governor in Council or any of his Ministers, or where in Act it is provided that any railway company shall during construction of any line of railway furnish such information as to location and plans of passenger or freight stations as may from time to time be required by the Lieutenant-Governor or any of his Ministers or that such company shall comply with any directions that may be given for the erection of stations or the number of the same, such power, authority or duty shall be exercised or performed by the Board instead of by the Lieutenant-Governor in Council or any of his Ministers.

6 Edw. VII., c. 31, s. 18

2. Section 18 of the said Act is further amended by adding the following subsection thereto:—

Appointment of counsel.

(3) The Lieutenant-Governor in Council may from time to time, upon the request of the Board, appoint counsel to appear before the Board and conduct any enquiry or hearing or to represent the Board upon the argument of any appeal to the Court of Appeal.

6 Edw. VII., c. 31, s. 57 amended.

3. Section 57 of the said Act is amended by adding the following subsection thereto:—

(1) The Board may from time to time enquire and report as to whether or not public utilities are operated in such a way and that rates, in respect thereof, are charged sufficient to pay the debenture debt and interest created in respect thereof, together with the cost of operation and maintenance, or whether greater rates are charged than are sufficient for such purposes.

CHAPTER 46.

An Act to amend The Ontario Railway and Municipal Board Act, 1906.

Assented to 14th April, 1908.

His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. The clause lettered (*d*) in subsection 1 of section 19 of *The Ontario Railway and Municipal Board Act, 1906*, is amended by inserting after the word "fenders" in the second line the words "brakes, sanders and vestibules, steps, seats, heating, lighting, open or closed cars." 6 Edw. VII., c. 31 s. 19 (1) cl. *d* amended. Regulations.

CHAPTER 51.

An Act respecting Municipal Securities.

Assented to 14th April, 1908.

His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Ontario Municipal Securities Act, 1908*. Short title.

2. In this Act "Board" shall mean The Ontario Railway and Municipal Board. Interpretation. "Board."

3.—(1) The Council of any municipality which has heretofore passed or shall hereafter pass a by-law for contracting a debt or incurring a liability or for borrowing money under the provisions of *The Consolidated Municipal Act, 1903*, or for imposing a special assessment or a special rate under the local improvement sections of the said Act, or any person interested as the holder of a debenture issued under any such by-law may apply to the Board for a certificate approving the by-law. Application for approval of debenture by-law by Board.

(2) No certificate shall be granted while any action or proceeding in which the validity of the by-law is called in question, or by which it is sought to quash it, is pending, nor until thirty days after the final passing of the by-law, unless notice of the application shall be given in such manner and to such persons, if any, as the Board may direct. Certificate not to be granted while proceedings pending.

Board may grant certificate upon proof of substantial compliance with law.

4. The Board may grant the certificate notwithstanding a irregularity in the proceedings prior to the final passing of t by-law or in the by-law itself, if in the opinion of the Board t provisions of the Act under the authority of which the by-law w assumed to be passed have been substantially complied with.

By-law and debentures not to be open to question after approval.

5. Every by-law approved by the Board and the debentu issued or which may thereafter be issued *substantially* in c formity with its provisions, shall be valid and binding upon t municipality and upon the property liable for the rate impo by or under the authority of the by-law, and the validity of t by-law and of every such debenture shall not thereafter be op to question in any court.

Approval of debentures.

6. Where a by-law has been approved the Board may appr the debentures issued or which may thereafter be issued under t authority of the by-law, and every debenture so approved sh be valid and binding upon the municipality and upon the prope liable for the rate imposed by or under the authority of the l law and the validity of any debenture so approved shall not open to question in any court.

Form of certificate.

7. The certificate may be in the following form:

"In pursuance of *The Ontario Municipal Securities Act, 1908*, Ontario Railway and Municipal Board hereby certifies that the wit by-law (*or* debenture) is valid and binding and that its validity is not o to be questioned in any court on any ground whatever.

Dated

(Seal.)

Chairman."

Payment of sinking fund into Provincial Treasury.

8.—(1) Where the council of a municipality proposes to p a by-law for borrowing money by the issue of debentures and create a sinking fund for the repayment thereof, the by-law m provide that the annual amount to be levied on account of t sinking fund shall be paid by the treasurer of the municipal to the Treasurer of the Province, and if such by-law does provide for such payment the council may pass a by-law providi therefor.

Treasurer may allow interest on funds in his hands.

(2) Where a municipality avails itself of the right confer by the next preceding subsection, the Treasurer of Ontario m receive from the treasurer of the municipality the annual amou so levied on account of the sinking fund and allow and credit municipality with interest thereon at the rate of four per ce per annum, compounded yearly until the time when the debentu to which the sinking fund is applicable become payable and sinking fund is required for their redemption.

Moneys so received to form part of Consolidated Revenue.

(3) All moneys received by the Treasurer of Ontario under provisions of this section shall form part of the Consolida Revenue Fund, and a statement of the amount at the credit each municipality shall be set forth annually in the Pub Accounts of Ontario.

(4) The Treasurer of Ontario may invest the amount at the lit of the municipality or any part thereof in the debentures such municipality to redeem which such sinking funds were l to the Treasurer. Sinking fund may be invested in the debentures to be redeemed.

9. Where a by-law has been passed under the authority of the t preceding section the amount payable in any year to the lit of the sinking fund which under the provisions of the by- is to be paid to the Treasurer of Ontario shall be deemed a t due to him, and in default of payment thereof he may sue refor in his own name as for a debt due to the Crown in any rt of competent jurisdiction. Amount payable into sinking fund to be a debt to the Treasurer.

10. Every municipal corporation the council of which shall eafter pass any by-law to which the provisions of section 389 *The Consolidated Municipal Act, 1903,* are applicable shall hin thirty days after the final passing of the by-law transmit uly certified copy thereof to the Secretary of the Board. Debenture by-laws to be sent to Secretary of Board.

11. Where by any by-law heretofore or hereafter passed pro- ion is made for raising a sinking fund to meet the debentures be issued under the authority of the by-law, the municipality each year in which the sinking fund is required to be raised ll transmit to the Secretary of the Board a return showing ether the sinking fund for the year has been raised and how has been applied or dealt with, and the state of the investment any part of the sinking fund theretofore collected, which return ll be verified by the affidavit or statutory declaration of the id and the treasurer of the municipality. Asnnual return a to sinking fund.

12. A municipality which does not comply with the provisions the next two preceding sections, and the head and the clerk reof in case of a violation of section 10 and the treasurer in e of a violation of section 11 shall be guilty of an offence, and every offence each shall incur a penalty not exceeding $100, be recovered with costs on summary conviction under The tario *Summary Convictions Act.* Penalty.

13. A similar return to that required by section 427 of *The nsolidated Municipal Act, 1903,* to be made to the Lieutenant- vernor shall also be made to the Board at the time, in the man- and subject to the penalty mentioned in that section. Annual return as to municipal indebtedness.

LIST 1.

ONTARIO ELECTRIC AND STEAM RAILWAYS THAT ARE UNDER THE JURISDICTI OF THE ONTARIO RAILWAY AND MUNICIPAL BOARD, THE TEMISKAMI AND NORTHERN ONTARIO RAILWAY COMMISSION, AND THE NIAGARA FAL PARK COMMISSIONERS.

B.

Berlin and Waterloo Street Railway Company.

1. Ontario Statute, 1886.
   Incorporated by Letters Patent, 6th August, 1886 and March 15t 1893.
   See Ontario Statutes, 1872, cap. 63.
   Berlin and Bridgeport Electric Ry. leased by Berlin and Wate loo Street Ry. Co.

Brantford Street Railway Company.

1. Ontario Statute. (1897, cap. 73.)
   Act to incorporate.
   See Grand Valley Railway Company, also Woodstock, Thames Va ley and Ingersoll Electric Ry Co.

C.

Cornwall Street Railway Company.

1. The Cornwall Street Railway, Light and Power Co., Ltd., inco porated by Letters Patent, dated April 18th, 1902.

G.

Guelph Railway Company.

1. Ontario Statute. (1895, cap. 98.)
   Act to incorporate and to confirm an agreement between the Co poration of the City of Guelph and George Sleeman.
2. Ontario Statute. (1901, cap. 79.)
3. Ontario Statute. (1903, cap. 95.)
   Act respecting the Guelph Ry. Co. and to change the name of t Company to that of the Guelph Radial Ry. Co.
4. Ontario Statute. (1905, cap. 91.)
   Act respecting the Guelph R. Ry. Co., and to confirm a by-law the Corporation of the City of Guelph.
5. Ontario Statute. (1908, cap. 125.)

H.

Hamilton Street Railway Company.

1. Ontario Statute. (1873, cap. 100.)
   Act to incorporate.
2. Ontario Statute. (1893, cap. 90.)

Hamilton and Dundas Street Railway Company.

1. Ontario Statute. (1875-76, cap. 87.)
   Act to incorporate.
2. Ontario Statute. (1897, cap. 59.)
   Act to amend the Act incorporating the Hamilton and Dund Ry. Co.

3. Ontario Statute. (1881, cap. 65.)
4. Ontario Statute. (1884, cap. 68.)
5. Ontario Statute. (1886, cap. 68.)
6. Ontario Statute. (1890, cap. 119.)
7. Ontario Statute. (1895, cap. 100.)
8. Ontario Statute. 1898, cap. 60.)

Hamilton Radial Electric Street Railway Company.

1. Ontario Statute. (1893, cap. 89.)
   Act to incorporate.

Hamilton, Grimsby and Beamsville Electric Railway Company.

1. Ontario Statute. (1892, cap. 95.)
   Act to incorporate.
2. Ontario Statute. (1897, cap. 87.)
   An Act to confirm the agreement between the Hamilton, Grimsby & Beamsville El. Ry. Co., and the City of Hamilton.
3. Ontario Statute. (1901, cap. 80.)
   Act to amend the Act incorporating the H., G. & B. El. Ry. Co.
4. Ontario Statute. (1904, cap. 76.)

Huntsville and Lake of Bays Railway Company.

1. Ontario Statute. (1900, cap. 113.)
   Act to incorporate.
2. Ontario Statute. (1903, cap. 97.)
3. Ontario Statute. (1904, cap. 18.)
   Subsection 1.
4. Ontario Statute. (1906, cap. 19.)
   Section 39.
   This line is constructed from the north end of Lake of Bays to the south end of Peninsula Lake, in the District of Muskoka; a cash subsidy of $10,000 was paid in July on order of the O. R. & M. B.

It connects two lakes, is a narrow gauge railway, operated by steam. 1½ miles in length.

I.

International Transit Company.

1. Ontario Statute. (1903, cap. 99.)
   Incorporated by Letters Patent, 22nd May, 1888, under provisions of Joint Stock Companies' Act, cap. 157, R.S.O., 1897, etc.

Irondale, Bancroft & Ottawa Railway Company.

(Formerly Toronto & Nipissing Eastern Extension Ry. Co.)

1. Ontario Statute. (1880, cap. 67.)
   Act to incorporate.
2. Ontario Statute. (1881, cap. 75.)
3. Ontario Statute. (1884, cap. 76.)
   Name changed to Irondale, Bancroft & Ottawa Ry. Co.
4. Ontario Statute. (1886, cap. 69.)
5. Ontario Statute. (1887, cap. 74.)
6. Ontario Statute. (1888, cap. 68.)
7. Ontario Statute. (1890, cap. 121.)
8. Ontario Statute. (1892, cap. 41.)
   Sections 4 and 6.

9. Ontario Statute. (1893, cap. 34.)
   Ss. 1 of secs. 1 and 4.
10. Ontario Statute. (1894, cap. 49.)
   Ss. 1 of sec. 1 and 5.
11. Ontario Statute. (1895, cap. 103.)
12. Ontario Statute. (1896, cap. 48.)
   Ss. 1 of sec. 1 and 5.
13. Ontario Statute. (1898, cap. 22.)
   Ss. 3 of sec. 1.
14. Ontario Statute. (1901, cap. 81.)
15. Ontario Statute. (1902, cap. 25.)
   Subsidy Act. Ss. 3 of sec.1 and 2.
16. Ontario Statute. (1904, cap. 78.)
17. Ontario Statute. (1905, cap. 94.)
18. Ontario Statute. (1907, cap. 23.)
   Payment of subsidy extended to 1910, sec. 49.

K.

Kingston Street Railway Company.

1. Ontario Statute. (1875-76, cap. 74.)
   Act to incorporate.
2. Ontario Statute. (1893, cap. 91.)
   Act to amend the Act to incorporate the Kingston St. Ry. Co., and to change the name to "The Kingston, Portsmouth & Cataraqui Street Railway Company."
3. Ontario Statute. (1904, cap. 79.)
   See The Kingston, Portsmouth & Cataraqui St. Ry. Co.

Kingston, Portsmouth and Cataraqui Street Railway Company.

1. Ontario Statute. (1875-76, cap. 74.
   Act to incorporate.
2. Ontario Statute. (1893, cap. 91.)
   Act to amend the Act to incorporate the Kingston Street Ry. Co., and to change the name to "The Kingston, Portsmouth & Cataraqui Street Rv. Co."
3. Ontario Statute. (1895, cap. 105.)
4. Ontario Statute. (1898, cap. 61.)
5. Ontario Statute. (1904, cap. 79.)
6. Ontario Statute. (1906, cap. 111.)

L.

London Street Railway Company.

1. Ontario Statute. (1873, cap. 99.)
   Act to incorporate.
2. Ontario Statute. (1889, cap. 79.)
3. Ontario Statute. (1894, cap. 89.)
   An Act to confirm an agreement between the London St. Ry. Co. and the Corporation of the Village of London West.
4. Ontario Statute. (1895, cap. 107.)
5. Ontario Statute. (1896, cap. 105.)
6. Ontario Statute. (1897, cap. 67.)
7. Ontario Statute. (1899, cap. 97.)
8. Ontario Statute. (1902, cap. 82.)
9. Ontario Statute. (1905, cap. 98.)

M.

etropolitan Railway Company.

1. See Toronto & York Radial Ry. Co.

N.

iagara Falls Park and River Railway Company.

1. Ontario Statute. (1892, cap. 96.)
   Act to incorporate.
2. Dominion Statute. (1900, cap. 54.)
   Power to acquire N.F.P. & R. Ry. Co.
3. Ontario Statute. (1901, cap. 86.)
   See Dominion Statute, 1900, cap. 54.
   An Act respecting the Buffalo Ry. Co., also 1902, cap. 43, respecting the International Ry.

O.

ttawa City Passenger Railway Company. (Afterwards The Ottawa Electric Railway Co.)

1. Statute of Canada. (1866.)
   Act to incorporate.
2. Ontario Statutes. (1868, cap. 45.)
   An Act to amend the Act intituled, "An Act to incorporate the Ottawa City Passenger Ry. Co."
3. Ontario Statute. (1891.)
   Ottawa Electric Street Railway Co., was on the 13th day of February, 1891, incorporated by Letters Patent, under the Joint Stock Co's. Act and Street Railway Act.
4. Dominion Statute. (1892, cap. 53.)
   Declared to be a work for the general advantage of Canada, but the operation of so much of the Company's line of railway as may be within the Province of Ontario by any new or additional powers conferred by this Act, shall be subject to the Statutes of Ontario in force from time to time in relation to street railways.
5. Ontario Statute. (1894, cap. 76.)
   Act to confirm an agreement between the City of Ottawa and the Ottawa City Passenger Ry. Co., and the Ottawa Electric St. Ry. Co.
6. Dominion Statute. (1894, cap. 86.)
   An Act to Confirm an agreement between the Ottawa City P. Ry. Co. and the Ottawa El. St. Ry. Co., and an agreement between the said companies and the Corporation of the City of Ottawa and to unite said Companies under the name of "The Ottawa Electric Railway Company."
7. Dominion Statute. (1899, cap. 82.)
8. Dominion Statute. (1903, cap. 171.)
9. Dominion Statute. (1905, cap. 140.)
   See Metropolitan Railway of Ottawa, "28 August, 1891, Ont., Letters Patent."

P.

Port Arthur and Fort William Railway Company.

1. Ontario Statute. (1891, caps. 78 and 93.)
   Act to incorporate.

   See Ontario Statutes, 1892, cap. 82, and cap. 70, sec. 20, also 1893 cap. 78, intituled "An Act respecting the Town of Port Arthur,' also cap. 73, 1895, "An Act respecting the Town of Port Arthur,' cap. 73, 1899, "An Act respecting the Town of Port Arthur,' cap. 65, 1901, "An Act respecting the Town of Port Arthur,' cap. 76, 1903, "An Act respecting the Town of Port Arthur."
2. Ontario Statute. (1908, cap. 80.)
   Re arbitration of part of line in Fort William.

Peterborough Radial Railway Company.

1. Ontario Statute. (1902, cap. 91.)
   Act to incorporate.
2. Ontario Statute. (1906, cap. 116.)

Port Dalhousie, St. Catharines and Thorold Electric St. Railway Company.

1. Ontario Statute. (1893.)
   Incorporated by Letters Patent 28th June, 1893.
2. Ontario Statute. (1902, cap. 93.)

S.

Sarnia Street Railway Company.

1. Ontario Statute. (1874, cap. 61.)
   Act to incorporate.
2. Ontario Statute. (1902, cap. 95.)
3. Ontario Statute. (1903, cap. 114.)
4. Ontario Statute. (1908, cap. 107.)

Sandwich and Windsor Passenger Railway Company. (Afterwards the Sandwich, Windsor & Amherstburg Ry. Co.)

1. Ontario Statute. (1871-72, cap. 64.)
   Act to incorporate.
2. Ontario Statute. (1874, cap. 64.
   An Act to extend the time for the completion of the Sandwich and Windsor Passenger Ry.
3. Ontario Statute. (1887, cap. 80.)
   Act to amend the Act incorporating the Sandwich and Windsor Passenger Ry. Co.
4. Ontario Statute. (1891, cap. 94.)
   Act to further amend the Acts relating to the Sandwich, Windsor & Amherstburg Ry. Co.
5. Ontario Statute. (1893, cap. 97.)
   Act to amend the Acts relating to the Sandwich, Windsor & Amherstburg Ry. Co.
6. Ontario Statute. (1898, cap. 62.)
7. Ontario Statute. (1902, cap. 94.)
   Transfer by South Essex Electric Ry. Co. authorized.

8. Ontario Statute. (1903, cap. 112.)
   Act respecting the Sarnia, Windsor & Amherstburg Ry. and the City Railway Company of Windsor.
   The City Railway Co. of Windsor, was incorporated under the provisions of "The Street Railway Act, R.S.C., 208."
9. Ontario Statute. (1904, cap. 88.)
   Transfer from City Co. to Sandwich Co. authorized.
10. Ontario Statute. (1905, cap. 39.)
    An Act respecting the Town of Amherstburg.

South-Western Traction Company.

1. Ontario Statute. (1902, cap. 96.)
   Act to incorporate.
2. Ontario Statute. (1903, cap. 115.)
3. Ontario Statute. (1904, cap. 89.)
4. Ontario Statute. (1906, cap. 121.)
5. Ontario Statute. (1908, cap. 136.)
   Purchased charter of Middlesex and Elgin Inter-Urban Ry. Co.

St. Thomas Street Railway Company.

1. Ontario Statute. (1878, cap. 53.)
   Act to incorporate.
2. Ontario Statute. (1898, cap. 51.)
   Act respecting the City of St. Thomas and the St. Thomas Street Ry. Co.
3. Ontario Statute. (1903, cap. 111.)

T.

Temiskaming and Northern Ontario Railway.

1. Ontario Statute. (1902, cap. 9.)
   Act to authorize the construction of the T. & N. O. Ry.
2. Ontario Statute. (1903, cap. 4.)
   Act to amend the T. & N. O. Ry. Act.
3. Ontario Statute. (1904, cap. 7.)
   Act to amend the T. & N. O. Ry. Act.
4. Ontario Statute. (1905, cap. 10.)
   Act to amend the T. & N. O. Ry. Act.
5. Ontario Statute. (1906, cap. 14.)
   Act to amend the T. & N. O. Ry. Act.

Toronto Street Railway Company.

1. Statutes of Canada. (1861, cap. 83.)
   Act to incorporate.
2. Ontario Statute. (1868-69, cap. 81.)
   Act for the relief of the Toronto St. Ry. Co., and to provide for the sale of their Ry. and for other purposes.
3. Ontario Statute. (1873, cap. 101.)
   Act to remove certain doubts as to the powers of the proprietors of the Toronto St. Ry., and to incorporate them and others under the name of "The Toronto Street Railway Co.," and for other purposes.

4. Ontario Statute. (1875-76, cap. 63.)
   Act respecting the City of Toronto, the Toronto St. Ry. Co., and other matters.
5. Ontario Statute. (1877, cap. 85.)
6. Ontario Statute. (1884, cap. 77.)
   Act to authorize the Toronto St. Ry. Co. to issue mortgage debentures and for other purposes.
7. Ontario Statute. (1886, cap. 80.)
   Act to amend the Acts relating to the Toronto Street Ry. Co.
8. Ontario Statute. (1889, cap. 73.)
   Power to borrow for purchase of Toronto St. Ry.
9. Ontario Statute. (1890, cap. 127.)
9. (*a*) Ontario Statute. (1890, cap. 105.)
   Act respecting the City of Toronto and the Toronto St. Ry.

Toronto Railway Company.

1. Ontario Statute. (1892, cap. 99.)
   Act to incorporate the Toronto Railway Co. and confirm an agreement between the Corporation of the City of Toronto and George W. Kiely, William McKenzie, Henry A Everett and Chauncey W. Woodworth.
2. Ontario Statute. (1893, cap. 85.)
3. Ontario Statute. (1893, cap. 101.)
4. Ontario Statute. (1894, cap. 93.)
5. Ontario Statute. (1897, cap. 81.)
6. Ontario Statute. (1900, cap. 103.)
7. Ontario Statute. (1904, cap. 93.)
8. Ontario Statute. (1908, 112.)

Toronto and York Radial Railway Company.

1. Ontario Statute. (1898, cap. 66.)
   Act to incorporate.
2. Ontario Statute. (1906, cap. 124.)
   Act respecting the T. & Y. R. Ry. Co.
3. Ontario Statute.
   Act respecting the Toronto & Scarboro' Electric Ry. Co., Light & Power Co.
4. Ontario Statute. (1898, cap. 65.)
   Act to amend the Act of incorporation of the Toronto & Scarboro' El. Ry., L. & P. Co.
5. Ontario Statute. (1891, cap. 96.)
   Act respecting the Toronto & Mimico El. Ry. & Light Co.
6. Ontario Statute. (1892, cap. 98.)
7. Ontario Statute. (1903, cap. 118.)

Metropolitan Street Railway Company.

1. Ontario Statute. (1877, cap. 84.)
   Act to incorporate.
2. Ontario Statute. (1893, cap. 94.)
3. Ontario Statute. (1895, cap. 108.)
4. Ontario Statute. (1897, cap. 92.)
   See Toronto & York Radial Ry. Co., 1898, cap. 66.
5. Ontario Statute. (1900, cap. 116.)
6. Ontario Statute. (1901, cap. 84.)

Toronto and Mimico Railway Company.

1. Incorporated by Letters Patent, 14 November, 1890.
2. Ontario Statute. (1904, cap. 92.)
   Act respecting the Township of Toronto and the Toronto and Mimico Ry. Co.

Toronto Suburban Railway Company.

1. Ontario Statute. (1894, cap. 94.)
   Act to incorporate.
2. Ontario Statute. (1900, cap. 103.)
   Section "1".
3. Ontario Statute. (1900, cap. 124.)
4. Ontario Statute. (1901, cap. 91.)
5. Ontario Statute. (1904, cap. 94.)
   See Metropolitan Street Ry. Co. and Toronto & York Radial Ry. Co., also Toronto & Mimico Electric Ry., also Toronto & Scarboro' Electric Ry.

W.

Windsor and Tecumseh Electric Railway Company.

1. Ontario Statute. (1904, cap. 96.)
   Act to incorporate.
   Power other than steam.
2. Ontario Statute. (1905, cap. 111.)
   See Ontario Traction Co., agreement with.
   Line operated by the Sandwich, Windsor & Amherstburg Ry.

Woodstock, Thames Valley and Ingersoll Electric Railway Company.

1. Ontario Statute. (1900, cap. 127.)
   Act to incorporate.
2. Ontario Statute. (1902, cap. 98.)
   Act to amend the Act incorporating the Woodstock, Thames Valley & Ingersoll El. Ry. Co.
   See Grand Valley and Brantford Street Rys.

Number.	Name of Company.	Length of line.		No. of power houses.		Jurisdiction.			Incorporated.		Electric or Steam.		Remarks.
		Constructed.	Under construction.	Steam power.	Water power.	Dominion.	Provincial.	Doubtful.	Special Act.	Letters patent.	Electric.	Steam.	
1	Berlin and Waterloo .....3.02 Leased line— Berlin and Bridgeport.....2.50	5.52	.....	1	.....	.....	1	.....	.....	1	1	.....	Power purchased from Berlin light commissioners.
2	Brantford Street	7	.....	1	.....	.....	1	.....	1	.....	1		
3	Cornwall Street	6.5	.....	1	1	.....	1	.....	.....	1	1		
4	Guelph Radial.....	6	.....	1	.....	.....	1	.....	1	.....	1	.....	Owned and controlled by municipality.
5	Galt, Preston and Hespeler....9.00 Leased line— Preston to Berlin 7.25	16.25	.....	1	.....	.....	1	.....	.....	1	1		
6	Hamilton Street	21.807	.....	.....	.....	.....	1	.....	1	.....	1	.....	Power supplied by Cataract Power Company.
7	Hamilton and Dundas.....	7.25	.....	.....	.....	.....	1	.....	1	.....	1	.....	Power supplied by Cataract Power Company.
8	Hamilton, Grimsby and Beamsville	27.5	.....	1	.....	.....	1	.....	1	.....	1		
9	Huntsville and Lake of Bays.....	1.5	.....	.....	.....	.....	1	.....	1	.....	.....	1	
10	International Transit Co.....	3.3	.....	.....	.....	.....	1	.....	.....	1	1	.....	Sault Ste. Marie rent 300 h.p. from Lake Superior Power Company.
11	Irondale, Bancroft and Ottawa.....	45.	.....	.....	.....	.....	1	.....	1	.....	.....	1	
12	Kingston, Portsmouth and Cataraqui	8	.....	1	.....	.....	1	.....	1	.....	1	.....	Power purchased from City of Kingston.
13	London Street	33.3	.....	1	.....	.....	1	.....	1	.....	1	.....	
	Metropolitan (*see* Toronto and York Radial).												
14	Niagara Falls and Park River	11.85	.....	1	1	.....	1	.....	1	.....	1	.....	Operated by International Ry. and subject to Park Commissioners.
15	Ottawa Electric	22.87	.....	.....	1	1	1	1	1	1	1	.....	Jurisdiction divided.
16	Port Arthur and Fort William Electric	9.5	.....	.....	1	.....	1	.....	1	.....	1	.....	Owned and controlled by municipality of Port Arthur.
17	Peterborough Radial	6	.....	.....	2	.....	1	.....	1	.....	1	.....	Power obtained from Peterborough Hydraulic Power Company.

Number.	Name of Company.	Length of line.		No. of power houses.		Jurisdiction.			Incorporated.		Electric or Steam.		Remarks.
		Constructed.	Under construction.	Steam power.	Water power.	Dominion.	Provincial.	Doubtful.	Special Act.	Letters patent.	Electric.	Steam.	
18	Port Dalhousie, St. Catharines and Thorold Electric Street	6.5	.....	.....	.....	.....	.....	1	.....	.....	.....	.....	Jurisdiction divided.
19	Sarnia Street	8	.....	1	.....	.....	1	.....	1	.....	1	.....	Power hired.
20	Sandwich, Windsor and Amerstburg	25.184	.....	1	.....	.....	1	.....	1	.....	1	.....	Operates Windsor & Tecumseh El. Ry.
21	South-Western Traction	29.1	.....	1	.....	.....	1	.....	1	.....	1	.....	Constructed to Port Stanley but not finally inspected.
22	St. Thomas Street	7.5	.....	1	.....	.....	1	.....	1	.....	1	.....	Owned and controlled by municipality.
23	Temiskaming and Northern Ontario.	266	.....	.....	.....	.....	1	.....	1	.....	.....	1	Under control of Temiskaming and Northern Ont. Railway Commission.
24	Toronto Street	106.994	.....	1	.....	.....	1	.....	1	.....	1	.....	Three stations and obtains power from Niagara Falls. Mileage does not include tracks in sheds and yards.
25	Toronto and York Radial—												
	" Metropolitan Branch	51.5	.....	2	.....	.....	1	.....	1	.....	1	.....	A. C. station at Newmarket fed from Bond Lake.
	" Mimico Branch	10	.....	.....	.....	.....	1	.....	1	.....	1	.....	Power hired.
	" Scarboro Branch	10	.....	.....	.....	.....	1	.....	1	.....	1	.....	"
26	Toronto Suburban	9	.....	1	.....	.....	1	.....	1	.....	1		
27	Windsor and Tecumseh Electric	10	.....	.....	.....	.....	1	.....	1	.....	1	.....	Leased and operated by the Sandwich, Windsor and Amherstburg.
28	Woodstock, Thames Valley and Ingersoll	11.5	.....	1	.....	.....	1	.....	1	.....	1		
	Total mileage	790.425											

The following tables A. and B. have been compiled for the purpose of showi the various subsidies voted since July 1, 1867, by the Province of Ontario Railways constructed wholly or partly within the Province.

Table A. sets forth the subsidies voted by the Province of Ontario to t various Railways therein mentioned. These subsidies, however, have not been paid in cash. In some cases the Railways have received the whole amou in cash, others have received the whole amount in certificates of the Province Ontario, bearing interest at the rate of 3½ per cent. per annum, while othe have received payments partly in cash and partly in certificates of Ontario wi interest at 3½ per cent., also includes an amount paid to the Grand Trunk Paci in 1909.

Table B. shows what cash the Railways have received, the amounts whi the Province has paid in respect of the certificates, and the amount of outstandi certificates. The amounts set forth in the total column in Table B. represent t amounts paid to Railway Companies respectively, together with the amount the unredeemed certificates issued to such Railways. The difference betwe the gross sum of the subsidies voted and the total amount paid by the Gover ment to Railways and the unpaid liability due by the Government in respect such subsidies is made up of the interest at the rate of 3½ per cent. for the ter of years over which the payment of the Government is distributed.

TABLE A.

AID BY PROVINCE OF ONTARIO TO RAILWAYS, FROM CONFEDERATION, TO DECEMBER 31ST, 1908.

Name of Railway.	Miles.	Rates.	Subsidy voted.
Bay of Quinte	28.45	$3,000	$85,350 00
Belleville and North Hastings	22.	3,000	66,000 00
Brantford, Norfolk and Port Burwell	33.27	2,000	66,540 00
Bruce Mines and Algoma	17.	3,000	51,000 00
Canada Central	20.029	2,650	53,000 00
" "	20.	2,650	53,000 00
" "	7.531	2,650	19,957 15
Canada Southern	62.901	2,000	125,802 00
Central Counties	31.	2,000	62,000 00
" "	7.	1,200	8,400 00
Central Ontario	35.500	3,000	106,500 00
Cobourg, Peterboro and Marmora	9.37	2,000	18,740 00
Credit Valley	153.061	3,000	459,183 00
Canada Atlantic	65.72	4,000	262,880 00
Erie and Huron	40.556	2,000	81,112 00
Grand Trunk, Georgian Bay and Lake Erie	79.3	2,000	158,600 00
Grand Junction	45.86	3,000	137,580 00
" "	20.	2,000	40,000 00
G.T.R. Assignee of Magnetawan River Rly	1.86	Cash.	10,000 00
Hamilton and North Western	95.464	2,500	238,660 00
" " " "	48.052	3,000	144,156 00
Hamilton and Lake Erie	33 48	2,000	66,960 00
Huntsville and Lake of Bays	1.50	Cash.	10,000 00
Irondale, Bancroft and Ottawa	44.77	3,000	134,310 00
James Bay Railway	3.70	4,000	14,800 00
Kingston and Pembroke	20.	2,000	40,000 00
" " "	15.	2,650	39,750 00
" " "	11.58	3,250	37,635 00
" " "	13.74	7,000	96,180 00
" " "	28.42	8,000	237,360 00
Lake Simcoe Junction	26.50	2,000	53,000 00
Lindsay, Bobcaygeon and Pontypool	17.53	3,000	52,590 00
London, Huron and Bruce	69.146	2,000	138,292 00
Montreal and Ottawa	50.	2,000	100,000 00
Midland	20.40	2,000	40,800 00
"	19.60	2,250	44,100 00
"	14.53	4,000	58,120 00
North Simcoe	33.343	2,500	83 357 50
Northern Extension	42.72	2,000	85,440 00
" "	27.68	4,000	110,720 00
Ontario and Rainy River	268.20	4,000	1,072,800 00
Ontario, Belmont and Northern	9.57	2,000	19,140 00
Ottawa, Arnprior and Parry Sound	149.43	3,000	448,290 00
Pembroke Southern	18.50	3,000	55,500 00
Prince Arthur's Landing	5.995	2,000	11,990 00
Prince Edward County	32.	2,500	80,000 00
Port Dover and Lake Huron	63.	2,000	126,000 00
Port Arthur, Duluth and Western	80.	3,000	240,000 00
Parry Sound Colonization	47.75	3,000	143,250 00
Stratford and Lake Huron	27.5	2,000	55,000 00
Toronto, Grey and Bruce	73.52	3,000	220,560 00
" " "	77.62	2,000	155,240 00
Toronto and Nipissing	33.439	2,000	66,878 00
" " "	12.778	3,000	38,334 00
Tillsonburg, Lake Erie and Pacific	19.108	2,000	38,216 00
Victoria	33.442	4,000	133,768 00
"	22.310	8,000	178,480 00
Wellington, Grey and Bruce	120.638	2,000	241,276 00
Whitby, Port Perry and Lindsay	45.745	2,000	91,490 00
Ottawa and New York (International Bridge)	.....	Cash.	35,000 00
Dominion Bridge Co. (Interprovincial Bridge)	.....	Cash.	50,000 00
Total	2,478.108		7,193,086 65

G.T.P., 122 miles at $2,000—$244,000 paid in 1909.

TABLE B.

AID BY PROVINCE OF ONTARIO TO RAILWAYS, FROM CONFEDERATION, TO 31ST DECEMBER, 1908.

Name of Railway.	Miles.	Cash Payments.	Certificates paid.	Certificates outstanding.	Total.
		$ c.	$ c.	$ c.	$ c.
Belleville and North Hastings..	22.000	.....	114,206 40	.....	114,206 40
Brantford, Norfolk & Pt. Burwell	33.270	.....	129,353 60	.....	129,353 60
Bruce Mines and Algoma.....	17.000	1,920 00	14,059 47	77,506 13	93,485 60
Bay of Quinte.....	28.450	.....	17,913 24	141,315 56	159,228 80
Canada Central	47.560	125,957 15	.....	.....	125,957 15
Canada Southern.....	62.901	.....	244,559 20	.....	244,559 20
Central Counties	38.000	68,747 26	.....	.....	68,747 26
Central Ontario	35.500	43,500 00	22,737 30	94,797 10	161,034 40
Cobourg, Peterboro & Marmora	9.370	18,740 00	.....	.....	18,740 00
Credit Valley.....	153.061	18,702 00	788,648 85	.....	807,350 85
Canada Atlantic.....	65.720	.....	454,887 60	.....	454,887 60
Erie and Huron.....	40.556	1,634 47	122,200 40	.....	123,834 87
G.T., Georgian Bay & Lake Erie	79.300	1,580 00	229,866 00	.....	231,446 00
Grand Junction.....	65.860	40,000 00	238,067 60	.....	278,067 60
G.T.R. as assignee of the Magnetewan Rly.....	1.860	10,000 00	.....	.....	10,000 00
Hamilton and North Western..	143.516	.....	727,697 20	.....	727,697 20
Hamilton and Lake Erie.....	33.480	66,960 00	.....	.....	66,960 00
Huntsville and Lake of Bays...	1.500	10,000 00	.....	.....	10,000 00
Irondale, Bancroft and Ottawa.	44.770	.....	75,347 76	175,221 84	250,569 60
James Bay Railway	3.700	.....	4,141 80	23,470 20	27,612 00
Kingston and Pembroke.....	88.740	213,522 50	393,423 20	.....	606,945 70
Lindsay, Bobcaygeon & Pontyp'l	17.530	.....	9,811 44	88,302 97	98,114 40
Lake Simcoe Junction.....	26.500	53,000 00	.....	.....	53,000 00
London, Huron and Bruce	69.146	.....	268,839 60	.....	268,839 60
Montreal and Ottawa.....	50.000	.....	49,438 40	137,121 60	186,560 00
Midland.....	54.530	66,227 50	149,284 40	.....	215,511 90
North Simcoe.....	33.343	.....	144,241 60	.....	144,241 60
Northern Extension.....	70.407	196,188 00	.....	.....	196,188 00
Ontario and Rainy River (Can. Northern)	268.200	.....	363,008 50	1,638,407 50	2,001,416 00
Ontario, Belmont and Northern	9.570	.....	10,717 68	25,007 92	35,725 60
Ottawa, Arnprior and Parry Sd.	149.430	.....	265,689 28	552,002 72	817,692 00
Pembroke Southern.....	18.500	.....	25,885 20	77,655 60	103,540 80
Prince Arthur's Landing	5.995	.....	20,747 20	.....	20,747 20
Prince Edward County.....	32.000	.....	155,520 00	.....	155,520 00
Port Dover and Lake Huron...	63.000	126,000 00	.....	.....	126,000 00
Port Arthur, Duluth and Western (Can. Northern)	80.000	15,571 54	193,789 20	253,954 80	463,315 54
Parry Sound Colonization	47.750	.....	98,905 95	168,341 25	267,247 20
Stratford and Lake Huron.....	27.500	55,000 00	.....	.....	55,000 00
Toronto, Grey and Bruce	151.141	285,182 00	176,182 40	.....	461,364 40
Toronto and Nipissing.....	46.217	105,212 00	.....	.....	105,212 00
Tillsonburg, Lake Erie & Pacific	19.108	.....	21,366 97	49,928 23	71,295 20
Victoria	55.752	33,442 00	503,875 20	.....	537,317 20
Wellington, Grey and Bruce...	120.638	241,276 00	.....	.....	241,276 00
Whitby, Port Perry and Lindsay	45.745	40,000 00	89,790 40	.....	129,790 40
Ottawa and New York (International Bridge	.....	.....	13,059 52	52,238 08	65,297 60
Dominion Bridge Co. (Interprovincial Bridge)	.....	.....	17,490 75	75,793 25	93,284 00
	2,478.116	1,838,362 42	6,154,753 31	3,631,064 74	11,624,180 47

INDEX TO RAILWAY LEGISLATION.

List 2.

In the following index an attempt has been made to set out in chronological order all the legislation passed by both the Dominion and Provincial overnments since 1867, affecting railways situate wholly or partially within e Province of Ontario.

No effort, however, has been made to include in this index the various Subsidy Acts" passed by the Dominion Parliament, although a few have en noted.

A.

	Cap.	Year.
ITTIBI AND HUDSON'S BAY RAILWAY COMPANY:		
Dominion Statute	55	1907
Act to incorporate.		
GOMA CENTRAL RAILWAY COMPANY:		
(Afterwards Algoma Central and Hudson's Bay Ry. Co.) Ontario Statute	92	1899
Act to incorporate.		
Dominion Statute	55	1907
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Ontario Statute	30	1900
Act respecting Aid by Land Grant.		
Dominion Statute	49	1900
Ontario Statute	12	1900
Sec. 25, ss. 2, sec. 32, 33 and 34.		
Dominion Statute	46	1901
Act to change name to "The Algoma Central and Hudson Bay Railway Company."		
Dominion Statute	38	1902
Ontario Statute	7	1903
Sec. 54 and ss. 1.		
Ontario Statute	19	1904
Act respecting Aid to.		
Ontario Statute	13	1905
Sec. 27.		
Dominion Statute	53	1905
Ontario Statute	3	1906
Act to amend Act repecting Aid.		
Ontario Statute	19	1906
Sec. 37.		
Dominion Statute	54	1906
Ontario Statute	23	1907
Sec. 43. Extension of time.		
Dominion Statute	57	1907
Dominion Statute	63	1908
Ss. 61 of sec. 1.		
OMA COPPER RANGE RAILWAY COMPANY:		
Dominion Statute	54	1905
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
HERSTBURG, LAKE SHORE AND BLENHEIM RAILWAY COMPANY:		
Ontario Statute	78	1889
Act to incorporate, page 262.		
Ontario Statute	113	1890
Act to amend the Act incorporating, and to change the name to the "Lake Erie and Detroit River Railway Company," page 305.		
See Lake Erie and Detroit River Ry. Co.		
PRIOR AND PONTIAC RAILWAY COMPANY:		
Dominion Statute	47	1901
Act to incorporate.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
ARTHUR, GUELPH AND ONTARIO RAILWAY COMPANY:		
Ontario Statute	115	1890
Act to incorporate.		
ARTHUR JUNCTION RAILWAY COMPANY:		
Ontario Statute	42	1878
Act to incorporate, page 156.		
ATIKOKAN IRON RANGE RAILWAY COMPANY:		
Dominion Statute	61	1891
Act to incorporate, page 15 .		
Dominion Statute	35	1897
Act respecting.		
ATLANTIC AND LAKE SUPERIOR RAILWAY COMPANY:		
Dominion Statute	39	1893
Act to incorporate.		
Dominion Statute	63	1894
Act respecting.		
Dominion Statute	48	1901
Act respecting.		
ATLANTIC AND NORTH WEST RAILWAY COMPANY:		
Dominion Statute	65	1879
Act to incorporate.		
Under Dominion Jurisdiction.		
AYLMER AND PORT BURWELL RAILWAY COMPANY:		
Ontario Statute	114	1890
Act to incorporate.		
B.		
BAYFIELD AND SOUTH HURON RAILWAY COMPANY:		
Ontario Statute	49	1880
Act to incorporate.		
BAY OF QUINTE RAILWAY AND NAVIGATION COMPANY:		
Dominion Statute	46	1881
Act to incorporate.		
Sec. 1. *Declared to be a work for the general advantage of Canada.*		
Dominion Statute	15	1896
Act to provide for the Amalgamation of the Bay of Quinte Ry. and Navigation Co. and the Kingston and Napanee and Western Ry. Co., under the name of "The Bay of Quinte Railway Company."		
See Bay of Quinte Railway Co.		
Ontario Statute	22	1898
Ss. 4 of sec. 1.		
Dominion Statute	50	1900
See Amalgamation of Bay of Quinte Ry. and Navigation Co. and the Kingston, Napanee and Western Ry. Co., (1896, cap. 15).		
Ontario Statute	25	1902
Ss. 2 of sec. 1.		
Dominion Statute	40	1902
Dominion Statute	61	1905
See Napanee, Tamworth and Quebec Ry. Dominion Statute, 1906, cap. 15.		
BELLEVILLE AND LAKE NIPISSING RAILWAY COMPANY:		
Dominion Statute	68	1888
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	65	1890
Act to amend the Act to incorporate.		
Dominion Statute	31	1892
Act respecting.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
BELLEVILLE AND NORTH HASTINGS RAILWAY COMPANY:		
Ontario Statute	38	1874
Act to incorporate.		
Ontario Statute	45	1874
Ontario Statute (39 Vic.)	22	1875-6
Cap. ss. 2 of sec. 1.		
Ontario Statute	43	1878
Ontario Statute	53	1879
Ontario Statute	50	1880
Act respecting.		
Ontario Statute	64	1881
Amalgamated with, and merged into the Grand Junction Railway Co.		
Now Grand Trunk.		
BELLEVILLE AND OTTAWA RIVER RAILWAY COMPANY:		
Ontario Statute	68	1875-76
Act to incorporate.		
BELLEVILLE AND POINT ANN RAILWAY COMPANY:		
Ontario Statute	90	1903
Act to incorporate.		
BELLEVILLE STREET RAILWAY COMPANY:		
Ontario Statute	86	1875-76
Act to incorporate.		
BERLIN AND CANADIAN PACIFIC JUNCTION RAILWAY COMPANY:		
Dominion Statute	89	1887
Act to incorporate, page 149.		
Declared to be a work for the general advantage of Canada.		
Ontario Statute	42	1888
Dominion Statute	75	1889
Act respecting.		
Dominion Statute	85	1891
BERLIN AND WATERLOO STREET RAILWAY COMPANY:		
Incorporated by Letters Patent, 6th August	...	1886
Ontario Statute	63	1872
Berlin and Bridgeport Electric Railway leased by Berlin and Waterloo Street Railway Co.		
BERLIN, WATERLOO, WELLESLEY AND LAKE HURON RAILWAY CO.:		
Dominion Statute	84	1903
Act to incorporate page 31 (Vol. 11).		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	47	1904
Act respecting.		
BESSEMER AND BARRY'S BAY RAILWAY COMPANY:		
Dominion Statute	48	1904
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
BOWMANVILLE, LINDSAY AND BOBCAYGEON RAILWAY COMPANY:		
Ontario Statute	62	1871-72
Ontario Statute	39	1874
Act to amend Act incorporating.		
BOYNTON BICYCLE ELECTRIC RAILWAY COMPANY:		
Dominion Statute	64	1894
Act to incorporate, page 19		
Single rail system, Electric.		
BRACEBRIDGE AND TRADING LAKE RAILWAY COMPANY:		
Ontario Statute	85	1891
Act to incorporate.		
Ontario Statute	109	1900
Act to incorporate.		
Ontario Statute	22	1901
Ss. 1 of sec. 1.		
Ontario Statute	19	1906
Sec. 35.		
Ontario Statute	23	1907
Act to incorporate. Sec. 14, 46, 47.		
Dominion Statute	63	1908
Ss. 8 of sec. 1		
Ss. 48 of sec. 1.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year
BRANTFORD AND ERIE RAILWAY COMPANY:		
Ontario Statute	75	190
Act to incorporate.		
Ontario Statute	106	190
BRANTFORD AND HAMILTON ELECTRIC RAILWAY COMPANY:		
Dominion Statute	50	190
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Same Company as under Ontario Statute, 1902, cap. 76.		
BRANTFORD, NORFOLK AND PORT BURWELL RAILWAY COMPANY:		
Ontario Statute	54	187
Act to amend Acts relating to.		
See Norfolk Ry. Co., (1874, cap. 53).		
See Grand Trunk Railway Co.		
Under Dominion Jurisdiction.		
BRANTFORD, PORT DOVER AND GALT RADIAL ELECTRIC RY. CO.:		
Ontario Statute	95	189
Act to incorporate.		
BRANTFORD STREET RAILWAY COMPANY:		
Ontario Statute	73	187
Act to incorporate.		
See Grand Valley Railway Company, also Woodstock, Thames Valley and Ingersoll Electric Railway Company, also the Port Dover, Brantford, Berlin and Goderich Ry. Co.		
BRANTFORD, WATERLOO AND LAKE ERIE RAILWAY COMPANY:		
Dominion Statute	26	188
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	64	188
Act respecting.		
Ontario Statute	62	188
Act respecting.		
Ontario Statute	45	188
Act respecting.		
Dominion Statute	50	189
Act respecting.		
Ontario Statute	60	189
Act respecting.		
Now Toronto, Hamilton and Buffalo Ry.		
BRANTFORD AND WOODSTOCK RAILWAY COMPANY:		
Dominion Statute	63	1905
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
BRIGHTON, WARKWORTH AND NORWOOD RAILWAY COMPANY:		
Ontario Statute	48	1883
Act to incorporate.		
Dominion Statute	64	1891
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
BROCKVILLE, MERRICKVILLE AND OTTAWA RAILWAY COMPANY:		
Ontario Statute	76	1885
Act to incorporate.		
BROCKVILLE AND OTTAWA RAILWAY COMPANY:		
Ontario Statute	44	1868
Act for the conversion of the ordinary bonds and old stock of the B. and O. Ry. Co. into reduced new stock, and for other purposes.		
Ontario Statute	40	1874
Act respecting.		
Dominion Statute	69	1874
Act respecting		
Dominion Statute	36	1878
Act to amend the Act incorporating the B. and O. Ry. Co. and the Canada Central Ry. Co., and to provide for the amalgamation of the said Companies.		
Declared to be a work for the general advantage of Canada.		

	Cap.	Year.
BROCKVILLE AND WESTPORT RAILWAY COMPANY:		
Ontario Statute	45	1870-71
Act to incorporate.		
Ontario Statute	96	1873
Act to amend Act incorporating.		
See the Brockville, Westport & North-Western Ry. Co.		
Declared to be a work for the general advantage of Canada. under cap. 88, 1903, Dominion Statute.		
BROCKVILLE, WESTPORT AND SAULT STE. MARIE RY. CO.:		
Ontario Statute	63	1884
Act to incorporate.		
Ontario Statute	74	1887
Act to amend Act incorporating.		
Ontario Statute	66	1888
Act to amend Act incorporating.		
Ontario Statute	35	1889
Ss. 5 of sec. 1.		
Ontario Statute	93	1892
Act to further amend Act incorporating.		
See the Brockville, Westport and North-Western Railway Company.		
Declared to be a work for the general advantage of Canada, under Cap. 88, 1903, Dominion Statute.		
BROCKVILLE, WESTPORT AND NORTH-WESTERN RAILWAY COMPANY:		
Dominion Statute	88	1903
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	64	1905
Act respecting.		
Dominion Statute	67	1907
Act respecting.		
BRUCE MINES AND ALGOMA RAILWAY COMPANY:		
Ontario Statute	93	1899
Ontario Statute	22	1901
Ss. 2 of sec. 1.		
Ontario Statute	25	1902
Ss. 8 of sec. 1.		
Ontario Statute	89	1905
Ontario Statute	19	1906
Sec. 35 and ss. 3 of sec. 46.		
Road not in operation 1906 report.		
Ontario Jurisdiction.		
BUFFALO RAILWAY COMPANY:		
Now the International Railway Company.		
Dominion Statute	54	1900
Act respecting. (Foreign.)		
Dominion Statute	43	1902
Name changed to the International Ry. Co.		
See Ont. Statute, 1892, cap. 96, also 1901, cap. 86. Niagara Falls Park and River Ry.		
BUFFALO AND LAKE HURON RAILWAY COMPANY:		
Dominion Statute	84	1873
Act to enable the B. and L. H. Ry. Co. to make arrangements respecting their Bond Debt, p. 319.		
Leased by Grand Trunk.		
Under Dominion Jurisdiction.		
BUFFALO, NIAGARA AND TORONTO RAILWAY COMPANY:		
Dominion Statute	67	1906
Act to incorporate, page 33.		
BURK'S FALLS AND FRENCH RIVER RAILWAY COMPANY:		
Dominion Statute	69	1906
Act to incorporate.		
Dominion Statute	63	1908
Ss. 64 of sec. 1.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

C.

	Cap.	Year.
CAMP BAY AND CROW LAKE RAILWAY COMPANY:		
Ontario Statute	110	1900
Act to incorporate, page 513.		
CAMPBELLFORD, LAKE ONTARIO AND WESTERN RAILWAY COMPANY:		
Dominion Statute	54	1904
Act to incorporate, page 35.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	72	1906
Act respecting, page 47.		
CANADA AIR-LINE RAILWAY COMPANY:		
Ontario Statute	33	1869
Act to incorporate.		
CANADA ATLANTIC RAILWAY COMPANY:		
Dominion Statute	57	1879
Act to incorporate.		
Dominion Statute	72	1886
Act to amend Act incorporating.		
Dominion Statute	67	1887
Act to further amend Act incorporating.		
Ontario Statute	91	1891
Ontario Statute	92	1891
Dominion Statute	33	1892
Act respecting.		
Dominion Statute	37	1897
Act respecting.		
Dominion Statute	58	1898
Act respecting.		
Dominion Statute	90	1903
Act respecting, p. 51.		
Dominion Statute	50	1905
Act respecting.		
Dominion Statute	73	1906
Act respecting.		
CANADA CENTRAL RAILWAY COMPANY:		
Dominion Statute	52	1870
Dominion Statute	68	1872
Act to amend Act incorporating.		
Ontario Statute	98	1873
Act to confirm and legalize certain By-laws passed by the Corporation of the Village of Renfrew, the Township of Horton, and the Township of Admaston, to subscribe for capital stock in the C. C. Ry. Co.		
Dominion Statute	61	1875
Ontario Statute	69	1875-76
Act to provide for the Registration of a certain Indenture executed by the C. C. Ry. Co., and to make other provisions respecting the same.		
Dominion Statute	36	1878
Amalgamation with the Brockville and Ottawa Ry.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	16	1880
Dominion Statute	52	1880
Canada Central Railway (new company) now Canada Pacific Railway.		
Ontario Statute	69	1902
Act to incorporate.		
Dominion Statute (new company)	45	1902
Act to incorporate.		
Ontario Statute	92	1903
Act to amend Act incorporating.		
Ontario Statute	5	1903
Act respecting Aid by Land Grant.		
Ontario Statute	90	1905
Dominion Statute	68	1905

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
Ontario Statute	19	1906
Sec. 46, ss. 2, 3 and 4.		
Dominion Statute	70	1907
Ontario Statute	33	1908
Sec. 59.		
Ontario Statute	122	1908
Dominion Statute	63	1908
Ss. 5 of sec. 1.		
ANADA NATIONAL RAILWAY AND TRANSPORT COMPANY:		
Dominion Statute	51	1901
Act to incorporate, p. 21.		
Declared to be a work for the general advantage of Canada.		
ANADA SOUTHERN RAILWAY COMPANY:		
Formerly Erie and Niagara Extension Ry. Co.		
See Canada Western Air-Line Ry. Co., sec. 3, cap. 34, 1869.		
Ontario Statute	48	1781-72
Act to confer further corporate powers on the Canada Southern Ry Co.		
Ontario Statute	86	1873
Ontario Statute	41	1874
Dominion Statute	68	1874
Declared to be a work for the general advantage of Canada.		
Dominion Statute	66	1875
Act to authorize the Canada Southern Ry. Co. to acquire the Erie and Niagara Ry. and for other purposes.		
Dominion Statute	27	1878
Act respecting.		
Dominion Statute	68	1882
Ontario Statute	64	1884
Dominion Statute	15	1885
Dominion Statute	59	1888
Dominion Statute	60	1888
Dominion Statute	61	1888
Dominion Statute	34	1892
Dominion Statute	66	1894
Dominion Statute	46	1895
Dominion Statute	38	1897
Dominion Statute	56	1899
Dominion Statute	47	1902
Dominion Statute	55	1904
Dominion Statute	71	1905
Operated by Michigan Central Railroad.		
ANADA WESTERN RAILWAY COMPANY:		
Ontario Statute	70	1902
Act to incorporate.		
ANADA WESTERN AIR-LINE RAILWAY COMPANY:		
See Canada Southern Ry. and Erie and Niagara Extension Ry., cap. 32, 1869.		
Ontario Statute	34	1869
Act to incorporate.		
ANADIAN NORTHERN RAILWAY COMPANY:		
Dominion Statute	57	1899
Dominion Statute	52	1901
Dominion Statute	53	1901
Dominion Statute	50	1902
Dominion Statute	7	1903
Volume 1.		
Dominion Statute	97	1903
Dominion Statute	60	1904
Dominion Statute	72	1905
Dominion Statute	71	1907
Dominion Statute	11	1908
Dominion Statute	63	1908
Ss. 66 of sec. 1.		
Ontario Statute	47	1908
See James Bay Ry. and Canadian Northern Ontario Ry. Co		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Ye
CANADIAN NORTHERN ONTARIO RAILWAY COMPANY: Formerly James Bay Ry. Co.		
Dominion Statute	72	19
CANADIAN NORTHERN QUEBEC RAILWAY COMPANY:		
Dominion Statute	73	19
Act respecting, p. 73.		
Dominion Statute	63	19
Ss. 11 of sec. 1.		
Ss. 68 of sec. 1.		
CANADIAN PACIFIC RAILWAY COMPANY:		
Dominion Statute	71	18
Dominion Statute	73	18
Act to incorporate.		
Dominion Statute	14	18
Dominion Statute	55	18
Dominion Statute	56	18
Ontario Statute	60	18
Ontario Statute	65	18
Ontario Statute	91	18
Ontario Statute	110	18
Ontario Statute	70	18
Ontario Statute	75	18
Ontario Statute	82	18
Ontario Statute	92	18
Dominion Statute	73	18
Ontario Statute	74	18
Ontario Statute	90	18
Ontario Statute	91	18
Dominion Statute	41	18
Dominion Statute	48	18
Ontario Statute	34	18
Sec. 5.		
Ontario Statute	11	18
Act to authorize the transfer of certain Provincial Lands occupied by the C. P. R.		
Dominion Statute	6	18
C. P. Ry. Co. agreement with G. T. R. Co. confirmed.		
Dominion Statute	39	18
Act to confirm an agreement made between the C. P. Ry. Co. and the Hull Electric Company.		
Dominion Statute	74	19
CARP, ALMONTE AND LANARK RAILWAY COMPANY:		
Ontario Statute	94	18
Act to incorporate.		
CASCADILLA RAILWAY COMPANY:		
Ontario Statute	65	18
Act to incorporate.		
CENTRAL RAILWAY COMPANY OF CANADA: (Formerly Ottawa River Railway Company.)		
Dominion Statute	79	19
Act respecting.		
Dominion Statute	79	19
Act respecting.		
CENTRAL COUNTIES RAILWAY COMPANY:		
Dominion Statute	89	18
Act respecting.		
(Formerly Prescott County Ry. which *"was declared to be a work for the general advantage of Canada."*)		
Dominion Statute	42	18
Act respecting.		
Ontario Statute	34	18
Ss. 4 of sec. 1 and 2.		
Ontario Statute	48	18
Sec. 6 and ss. 1 and 2 of sec. 6.		
Ontario Statute	40	18
Ss. 2 of sec. 1.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
Dominion Statute	60	1899
Act respecting.		
Ontario Statute	23	1899
Ss. 6 of sec. 1 and 10.		
Ontario Statute	29	1900
Ss. 2 of sec. 1 and 10.		
Dominion Statute	53	1902
Act respecting.		
Dominion Statute	78	1905
Act respecting.		
Dominion Statute	76	1907
Act respecting.		
Leased to Canada Atlantic Ry.		
CENTRAL ONTARIO RAILWAY COMPANY:		
Dominion Statute	60	1884
Act respecting, p. 50.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	71	1886
Act respecting, p. 34.		
Dominion Statute	52	1890
Act respecting, p. 31.		
Ontario Statute	23	1899
Ss. 5 of sec. 1.		
Ontario Statute	29	1900
Ss. 3 of sec. 1 and 3.		
Ontario Statute	13	1905
Sec. 21.		
Ontario Statute	113	1908
Ontario Statute	19	1906
Sec. 42.		
Dominion Statute	78	1906
Act respecting.		
See Prince Edward County Ry.		
CHATHAM AND CHARING CROSS RAILWAY COMPANY:		
Ontario Statute	60	1881
Act to incorporate.		
CHATHAM CITY AND SUBURBAN RAILWAY COMPANY:		
Ontario Statute	101	1896
Act to incorporate.		
Ontario Statute	59	1898
CHATHAM STREET RAILWAY COMPANY:		
Ontario Statute	...	1885
Incorporated by Letters Patent, 4th March, 1885.		
CHATHAM, WALLACEBURG AND LAKE ERIE RAILWAY COMPANY:		
Dominion Statute	105	1903
Act to incorporate, p. 107 (Vol. 2).		
Declared to be a work for the general advantage of Canada.		
CHATSWORTH, GEORGIAN BAY AND LAKE HURON RAILWAY COMPANY:		
Dominion Statute	62	1891
Act to incorporate, p. 19.		
CHIPPEWA AND NIAGARA FALLS ELECTRIC RAILWAY COMPANY:		
Ontario Statute	77	1901
Act to incorporate.		
CITY AND SUBURBAN ELECTRIC RAILWAY COMPANY:		
Ontario Statute	97	1891
(Formerly the Weston, High Park and Toronto Street Ry. Co.)		
CLEVELAND, PORT STANLEY AND LONDON TRANSPORTATION RY. CO.:		
Dominion Statute	44	1893
Act to incorporate, also to confirm an Agreement respecting the London and Port Stanley Railway.		
COBALT RANGE RAILWAY COMPANY:		
Dominion Statute	82	1906
Act to incorporate.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year
COBOURG, NORTHUMBERLAND AND PACIFIC RAILWAY COMPANY:		
Dominion Statute	62	188
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Ontario Statute	59	188
Dominion Statute	90	189
Act to revive and amend the Act to incorporate.		
Dominion Statute	38	189
Ontario Statute	88	189
Act to confirm certain Municipal By-laws granting aid to the C. N. & P. Ry. Co .		
Dominion Statute	68	189
Dominion Statute	61	189
COBDEN AND OPEONGO RAILWAY COMPANY:		
Ontario Statute	51	188
Act to incorporate.		
COBOURG, PETERBOROUGH AND MARMORA RAILWAY COMPANY:		
Ontario Statute	43	186
Act to extend the C. P. & N. Ry.		
Ontario Statute	38	186
Act to legalize the amalgamation of the Cobourg and Peterborough Ry. Co. and the Marmora Iron Co., and for other purposes.		
Ontario Statute	59	1871-7
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)AWN TRAMWAY COMPANY:		
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)RESDEN AND OIL SPRINGS RAILWAY COMPANY:		
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)ULUTH, NIPIGON AND JAMES BAY RAILWAY COMPANY:		
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Ontario Statute	41	18
Bondholders to have the rights of shareholders in the Hamilton & Lake Erie Ry. Co., s. 10.		
Ontario Statute	85	18
Property, etc., vested in the Hamilton and Lake Erie Ry. Co.		
HAMILTON RADIAL ELECTRIC STREET RAILWAY COMPANY:		
Ontario Statute	89	18
Act to incorporate.		
HAMILTON RADIAL ELECTRIC RAILWAY COMPANY:		
Ontario Statute	88	18
Act to incorporate.		
Ontario Statute	101	18
Ontario Statute	103	18
Ontario Statute	112	19
Ontario Statute	77	19
HAMILTON STREET RAILWAY COMPANY:		
Ontario Statute	100	18
Act to incorporate.		
Ontario Statute	90	18
HAMILTON, VALLEY CITY AND WATERLOO RAILWAY COMPANY:		
Ontario Statute	102	18
Act to incorporate.		
HAMILTON, WATERLOO AND GUELPH RAILWAY COMPANY:		
Dominion Statute	106	19
Act to incorporate.		
HULL MINES RAILWAY COMPANY:		
Dominion Statute	49	18
Act to incorporate, p. 82.		
HUNTSVILLE AND LAKE OF BAYS RAILWAY COMPANY:		
Ontario Statute	113	19
Act to incorporate, p. 525.		
Ontario Statute	97	19
Act respecting, p. 873.		
Ontario Statute	18	190
Act respecting, ss. 1 of s. 1.		
Ontario Statute	19	190
Act respecting, s. 39.		
Ontario Statute	100	190
Act respecting, p. 653.		
HURON AND BRUCE RAILWAY COMPANY:		
Ontario Statute	77	190
Act to incorporate.		
HURON, BRUCE AND GREY ELECTRIC RAILWAY COMPANY:		
Ontario Statute	78	190
Act to incorporate.		
Ontario Statute	98	190
Act to amend Act incorporating the H., B. & G. El. Ry. Co., and changing the name to "The Ontario West Shore Electric Ry. Co."		
See Ontario West Shore Electric Ry. Co., 1906, cap. 113.		
HURON, ERIE AND BUFFALO RAILWAY COMPANY:		
Dominion Statute	131	190
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
HURON AND ONTARIO RAILWAY COMPANY:		
Ontario Statute	120	189
Act to incorporate.		
Dominion Statute	20	189
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	130	190
Dominion Statute	85	190
Dominion Statute	111	190
Dominion Statute	94	190

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
HURON AND OTTAWA RAILWAY COMPANY:		
Ontario Statute	46	1874
Act to incorporate.		
HURON AND QUEBEC RAILWAY COMPANY:		
Name changed to Toronto and Ottawa Ry.		
Ontario Statute	47	1874
Act to incorporate.		
Ontario Statute	49	1874
Act to amend the Act to incorporate the H. & Q. Ry. Co., and to enable the municipality of the Town of Peterborough to grant aid by way of bonus to said Company.		
Ontario Statute	73	1875-76
Act to amend Act incorporating H. & Q. Ry. Co., and to legalize certain by-laws of the County and Town of Peterborough granting aid by way of bonus to said Company.		
Ontario Statute	81	1877
Name changed to Toronto & Ottawa Ry. Co., also see Midland Ry. or Grand Trunk.		
HURONTARIO RAILWAY COMPANY:		
Ontario Statute	50	1874
Act to incorporate.		

I.

INGERSOLL RADIAL ELECTRIC RAILWAY COMPANY:		
Ontario Statute	88	1897
Act to incorporate.		
Ontario Statute	114	1900
Act to revive, extend and amend an Act to incorporate the I. R. El. Ry. Co.		
INTERNATIONAL RAILWAY COMPANY:		
(Formerly the Buffalo Ry. Co.)		
Ontario Statute	96	1892
Dominion Statute	54	1900
Ontario Statute	86	1901
Dominion Statute	43	1902
Ontario Statute	12	1902
Sec. 30.		
See Niagara Falls Park & River Ry.		
INTERNATIONAL RADIAL RAILWAY COMPANY:		
Dominion Statute	49	1895
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	21	1896
Act to amend Act incorporating.		
INTERNATIONAL TRANSIT COMPANY:		
Incorporated by Letters Patent, 22 May, 1888, under provisions of Joint Stock Companies Act, cap. 157, R. S. O. 1897, etc.,		
Ontario Statute	99	1903
Act respecting.		
INTER-OCEANIC RAILWAY COMPANY:		
Dominion Statute	72	1872
Act to incorporate, p. 268.		
INTERPROVINCIAL AND JAMES BAY RAILWAY COMPANY:		
Dominion Statute	66	1901
Act to incorporate, p. 85.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	134	1903
Act respecting, p. 209, (Vol. 2).		
Dominion Statute	109	1905
Act respecting, p. 335.		

Index to Railway Legislation.—*Continued.*

	Cap.	Year.
Irondale, Bancroft and Ottawa Railway Company: (Formerly Toronto & Nipissing Eastern Extension Ry. Co.)		
Ontario Statute	67	1880
Act to incorporate.		
Ontario Statute	75	1881
Ontario Statute	76	1884
Name changed to Irondale, Bancroft & Ottawa Ry. Co.		
Ontario Statute	69	1886
Ontario Statute	74	1887
Ontario Statute	68	1888
Ontario Statute	121	1890
Ontario Statute	41	1892
Secs. 4 and 6.		
Ontario Statute	34	1893
Ss. 1 of sec. 1 and 4.		
Ontario Statute	49	1894
Ss. 1 of sec. 1 and 5.		
Ontario Statute	103	1895
Ontario Statute	48	1896
Ss. 1 of sec. 1 and 5.		
Ontario Statute	22	1898
Ss. 3 of sec. 1.		
Ontario Statute	81	1901
Ontario Statute	25	1902
Sudsidy Act. Ss. 3 of sec. 1 and 2.		
Ontario Statute	78	1904
Ontario Statute	94	1905
Ontario Statute	23	1907
Payment of subsidy extended to 1910, sec. 49.		
Iron Range Railway Company:		
Ontario Statute	127	1908
Act to incorporate.		

J.

James Bay Railway Company: Now the Canadian North Ontario Ry. Co.		
Dominion Statute	50	1895
Act to incorporate.		
Dominion Statute	47	1897
Ontario Statute	22	1898
Ss. 5 of sec. 1.		
Ontario Statute	23	1899
Ss. 2 of sec. 1 and 3.		
Dominion Statute	71	1899
Ontario Statute	25	1902
Ss. 5 of sec. 1.		
Dominion Statute	71	1899
Dominion Statute	65	1902
Ontario Statute	7	1903
Section 51.		
Ontario Statute	20	1904
Act respecting certain aid towards construction of James Bay Ry.		
Dominion Statute	88	1904
Dominion Statute	110	1905
May change name to any other with approval of the Governor-in-Council.		
Dominion Statute	114	1906
Ontario Statute	23	1907
Section 58.		
Dominion Statute	72	1907

INDEX TO RAILWAY LEGISLATION.—*Continued*

K.

	Cap.	Year.
KINCARDINE AND TEESWATER RAILWAY COMPANY:		
Dominion Statute	83	1887
Act to incorporate, p. 115.		
Dominion Statute	84	1887
Act to amend Act incorporating, p. 121.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	77	1888
Act to amend Act to incorporate, p. 155.		
KING LOOP LINE RAILWAY COMPANY:		
Ontario Statute	70	1886
Act to incorporate.		
KINGSTON AND DOMINION CENTRAL RAILWAY COMPANY:		
Dominion Statute	90	1904
Act to incorporate, p. 155.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	86	1905
Act respecting and to change name to "The Dominion Central Railway Company," p. 125.		
KINGSTON AND FRONTENAC RAILWAY COMPANY:		
Ontario Statute	66	1868-69
Act to incorporate.		
Ontario Statute	100	1903
Act to incorporate.		
KINGSTON AND GANANOQUE ELECTRIC RAILWAY COMPANY:		
Ontario Statute	104	1895
Act to incorporate.		
Ontario Statute	101	1903
Act to revive, extend and amend an Act to incorporate K. & G. El. Ry. Co.		
KINGSTON, GANANOQUE AND PERTH ELECTRIC RAILWAY COMPANY:		
Ontario Statute	110	1906
KINGSTON AND MADOC RAILWAY COMPANY:		
Ontario Statute	37	1869
Act to incorporate.		
KINGSTON, NAPANEE AND WESTERN RAILWAY COMPANY:		
(Formerly Napanee, Tamworth and Quebec Ry. Co.)		
Dominion Statute	62	1890
Name changed.		
Ontario Statute	34	1893
Ss. 3 of sec. 1 and 4.		
Dominion Statute	15	1896
Act to provide for the amalgamation of the Bay of Quinte Ry. and Navigation Co. and the Kingston, Napanee and Western Ry. Co., under the name of "The Bay of Quinte Ry. Co."		
Ontario Statute	22	1898
Ss. 4 of sec. 1.		
KINGSTON AND PEMBROKE RAILWAY COMPANY:		
Dominion Statute	49	1871
Act to incorporate.		
See also cap. 77, 1889.		
Ontario Statute	57	1871-72
Act to confirm and legalize certain by-laws passed by the Corporations of the City of Kingston, the County of Frontenac, the County of Renfrew, and the Village of Pembroke, granting aid to the K. & P. Ry. Co.		
Ontario Statute	22	1875-76
(39 Vic.), ss. 5 of sec. 2, and ss. 4 of sec. 3.		
Ontario Statute	14	1877
Ss. 4 of sec. 1, and ss. 9 of sec. 3.		
Dominion Statute	61	1879
Act to amend Act incorporating.		
Dominion Statute	64	1883
Act to amend Act incorporating.		
Dominion Statute	59	1884

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Ye
Ontario Statute	56	18
Dominion Statute	77	18
Act respecting the K. & P. Ry. Co. and the Napanee, Tamworth & Quebec Ry. Co.		
Dominion Statute	78	18
Dominion Statute	51	18
Dominion Statute	67	18
Dominion Statute	139	19
Dominion Statute	118	19
KINGSTON AND PONTIAC RAILWAY COMPANY:		
Dominion Statute	66	18
Act to incorporate, p. 31.		
Declared to be a work for the general advantage of Canada.		
KINGSTON, PORTSMOUTH AND CATARAQUI ELECTRIC RY. CO.:		
Ontario Statute	74	1875
Act to incorporate.		
Ontario Statute	91	18
Act to amend the Act to incorporate the Kingston St. Ry. Co., and to change the name to "The Kingston, Portsmouth & Cataraqui El. Ry. Co."		
Ontario Statute	105	18
Ontario Statute	61	18
Ontario Statute	79	19
Ontario Statute	111	19
Formerly Kingston Street Railway Company.		
KINGSTON, SMITH'S FALLS AND OTTAWA RAILWAY COMPANY:		
Dominion Statute	88	18
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Ontario Statute	62 and 63	18
Act to confirm a certain agreement between the City of Kingston and certain Railway Companies.		
Dominion Statute	79	18
Act to amend Act incorporating.		
Dominion Statute	95	18
Ontario Statute	75	18
Act to authorize the City of Ottawa to issue certain debentures in aid of the K., S. F. and O. Ry. Co.		
Ontario Statute	92	18
Act relating to certain Municipal By-laws granting aid to the K., S. F. & O. Ry. Co.		
Dominion Statute	22	18
Ontario Statute	89	18
Dominion Statute	114	19
KINGSTON STREET RAILWAY COMPANY:		
Ontario Statute	74	1875
Act to incorporate.		
Ontario Statute	91	18
Act to amend the Act to incorporate the K. St. Ry. Co., and to change name to "The Kingston, Portsmouth & Cataraqui St. Ry. Co.		
Ontario Statute	79	19
See the Kingston, Portsmouth & Cataraqui St. Ry. Co.		

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LAC SEUL, RAT PORTAGE AND KEEWATIN RAILWAY COMPANY:		
Ontario Statute	102	19
Act to incorporate.		
Ontario Statute	80	19
Ontario Statute	128	19
Dominion Statute	63	19
Ss. 63 of sec. 1.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
LAKE ERIE AND DETROIT RIVER RAILWAY COMPANY:		
Formerly the Lake Erie, Essex and Detroit River Railway Company. Operated by Pere Marquette.		
Dominion Statute	21	1885
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	88	1891
Act respecting the Lake Erie, Essex and Detroit River Ry. Co., and to change name to "The Lake Erie and Detroit River Ry. Co."		
Dominion Statute	50	1893
Dominion Statute	76	1894
Act respecting.		
Dominion Statute	23	1896
Dominion Statute	69	1898
Dominion Statute	69	1900
Ontario Statute	79	1902
Act to legalize certain by-laws in aid of the L. E. & D. R. Ry. Co.		
Dominion Statute	69	1902
Dominion Statute	143	1903
Dominion Statute	92	1904
See Amherstburg, Lake Shore & Blenheim Ry. Co., Ontario Statute, 1889, cap. 78.		
LAKE ERIE, ESSEX AND DETROIT RIVER RAILWAY COMPANY:		
Formerly Amherstburg, Lake Shore & Blenheim Ry. Co.		
Dominion Statute	21	1885
Ontario Statute	51	1887
Dominion Statute	88	1891
See Lake Erie and Detroit River Ry. Co.		
LAKE NIPISSING AND JAMES BAY RAILWAY COMPANY:		
Dominion Statute	80	1884
Act to incorporate, p. 137.		
Name changed to Nipissing and James Bay Ry. Co.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	77	1886
Act to amend the Act to incorporate, p. 56.		
Dominion Statute	80	1888
Act respecting, p. 162.		
Dominion Statute	81	1889
Act respecting and to change name to "The Nipissing and James Bay Ry. Co.," p. 95.		
All the above Acts are repealed. See Dominion Statute, 59 Vic. cap. 30, (1896).		
LAKE SIMCOE JUNCTION RAILWAY COMPANY:		
Ontario Statute	75	1873
Act to incorporate.		
Ontario Statute	52	1874
Act to amend the Act incorporating.		
Ontario Statute	22	1875-76
(39 Vic.), ss. 1 of sec. 1.		
Ontario Statute	76	1875-76
Ontario Statute	62	1879
Ontario Statute	69	1884
See Grand Trunk.		
LAKE SUPERIOR AND ALGOMA COLONIZATION RAILWAY COMPANY:		
Ontario Statute	93	1893
Act to incorporate.		
LAKE SUPERIOR AND HUDSON'S BAY RAILWAY COMPANY:		
Dominion Statute	63	1900
Act to incorporate, p. 87.		
Declared to be a work for the general advantage of Canada.		
LAKE SUPERIOR AND JAMES BAY RAILWAY COMPANY:		
Dominion Statute	84	1882
Act to incorporate, p. 133.		
Declared to be a work for the general advantage of Canada.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
LAKE SUPERIOR, LONG LAKE AND ALBANY RIVER RAILWAY COMPANY:		
Ontario Statute	80	1902
Act to incorporate.		
Ontario Statute	25	1902
Ss. 10 of sec. 1.		
Ontario Statute	95	1905
Act to amend the Act to incorporate.		
Ontario Statute	129	1908
LAKE SUPERIOR AND MANITOBA RAILWAY COMPANY:		
Dominion Statute	76	1872
Act to incorporate, p. 313.		
LAKE SUPERIOR MINERAL RAILWAY COMPANY:		
Dominion Statute	81	1886
Act to incorporate, p. 74.		
Declared to be a work for the general advantage of Canada.		
LAKE SUPERIOR AND WINNIPEG RAILWAY COMPANY:		
Dominion Statute	79	1872
Act to incorporate, p. 328.		
LAKE TEMISCAMINGUE COLONIZATION RAILWAY COMPANY:		
Dominion Statute	94	1891
Act respecting, p. 131.		
LAMBTON CENTRAL RAILWAY COMPANY:		
Ontario Statute	75	1875-76
Act to incorporate.		
Ontario Statute	56	1880
Act to revive and amend the Act incorporating.		
LAMBTON CENTRAL ELECTRIC RAILWAY COMPANY:		
Ontario Statute	81	1902
Act to incorporate.		
Ontario Statute	103	1903
LANARK COUNTY ELECTRIC RAILWAY COMPANY:		
Ontario Statute	90	1897
Act to incorporate.		
LEAMINGTON, COMBER AND LAKE ST. CLAIR RAILWAY COMPANY:		
Ontario Statute	72	1877
Act to incorporate.		
Ontario Statute	63	1879
The words "Comber and Lake" are struck out.		
Ontario Statute	51	1882
See Canada Southern Railway Company.		
Ontario Statute	71	1886
Ontario Statute	88	1887
LEBONK AND THUNDER BAY RAILWAY COMPANY:		
Dominion Statute	117	1905
Act to incorporate, p. 351.		
Declared to be a work for the general advantage of Canada.		
LINCOLN RADIAL ELECTRICAL RAILWAY COMPANY:		
Ontario Statute	104	1896
Act to incorporate.		
LINDSAY, BOBCAYGEON AND PONTYPOOL RAILWAY COMPANY:		
Dominion Statute	55	1890
Act to incorporate, p. 37.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	42	1892
Act to revive and amend the Act to incorporate.		
Dominion Statute	78	1894
Act to again revive and further amend the Act to incorporate, p. 97.		
Dominion Statute	24	1896
Act respecting, p. 35.		
Dominion Statute	73	1899
Act respecting, p. 101.		
Dominion Statute	72	1901
Act respecting, p. 107.		
Ontario Statute	25	1902
Ss. 7 of sec. 1.		
Dominion Statute	144	1903
Act respecting, p. 233, Vol. 2.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
LINDSAY, FENELON FALLS AND OTTAWA RIVER RAILWAY COMPANY:		
Ontario Statute	60	1872
Act to amend an Act entitled "An Act to incorporate the Fenelon Falls Ry. Co."		
See Victoria Ry. Co., 1873, cap. 97 and Midland Ry. Co.		
LINDSAY, HALIBURTON AND MATTAWA RAILWAY COMPANY:		
Dominion Statute	54	1895
Act to incorporate.		
Dominion Statute	51	1897
Act respecting, p. 93.		
Dominion Statute	74	1899
Act respecting, p. 103.		
LOCHIEL, HAWESBURY AND L'ORIGNAL JUNCTION RAILWAY COMPANY:		
Dominion Statute	78	1874
Act to incorporate, p. 345.		
Declared to be a work for the general advantage of Canada.		
LONDON, AYLMER AND NORTH SHORE ELECTRIC RAILWAY COMPANY:		
Ontario Statute	82	1901
Act to incorporate.		
Ontario Statute	81	1904
Ontario Statute	96	1905
LONDON, CHATHAM AND WESTERN RAILWAY COMPANY:		
Ontario Statute	97	1905
Act to incorporate.		
LONDON AND ERIE RAILWAY COMPANY:		
Ontario Statute	48	1874
Act to incorporate.		
LONDON, HURON AND BRUCE RAILWAY COMPANY:		
Ontario Statute	42	1870-71
Act to incorporate.		
Ontario Statute	49	1871-72
Ontario Statute	50	1871-72
Act to legalize a by-law passed by the Corporation of the City of London in favour of the L. H. & B. Ry. Co.		
Ontario Statute	89	1873
Act to amend the Act incorporating and an Act respecting, and to extend the powers conferred upon the said Company, and for other purposes.		
Ontario Statute	49	1874
Act to amend the Act incorporating.		
Ontario Statute	77	1875-76
Act to amend Acts relating to.		
Ontario Statute	2	1877
Ontario Statute	62	1893
LONDON JUNCTION RAILWAY COMPANY:		
Ontario Statute	50	1874
Act to incorporate.		
Ontario Statute	52	1882
Act to incorporate.		
Ontario Statute	53	1883
Ontario Statute	54	1883
Act respecting certain aid to the L. J. Ry. Co.		
LONDON AND LAKE HURON RAILWAY COMPANY:		
Dominion Statute	71	1898
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	72	1898
Act respecting, p. 57.		
LONDON, PARKHILL AND GRAND BEND ELECTRIC RAILWAY COMPANY:		
Ontario Statute	104	1903
Act to incorporate.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
LONDON AND PORT STANLEY RAILWAY COMPANY:		
Ontario Statute	51	1874
Act to amend an indenture made between the L. & P. S. Ry. Co. and the Great Western Ry. Co.		
Ontario Statute	53	1882
Act respecting the Debenture Debt of the L. & P. S. Ry. Co.		
Ontario Statute	67	1888
Ontario Statute	79	1891
Dominion Statute	43	1892
Ontario Statute	68	1893
Dominion Statute	51	1893
See Cleveland, Port Stanley & London Transportation & Ry. Co., 1893, cap. 44. Also Lake Erie & Detroit River Ry., and London & Port Stanley, 1894, cap. 76.		
Dominion Statute	145	1903
Ontario Statute	71	1894
Ontario Statute	69	1895
Leased and operated by Pere Marquette Ry.		
LONDON RADIAL ELECTRIC RAILWAY COMPANY:		
Ontario Statute	106	1895
Act to incorporate.		
LONDON AND ST. CLAIR RAILWAY COMPANY:		
Dominion Statute	118	1905
Act to incorporate, p. 353.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	101	1907
Act respecting.		
LONDON AND SOUTH-EASTERN RAILWAY COMPANY:		
Ontario Statute	57	1886
Act to authorize City of London to aid the L. & S. E. Ry. Co. and other railways.		
Ontario Statute	72	1886
Act to incorporate.		
Ontario Statute	77	1887
Act to amend Act incorporating.		
Ontario Statute	69	1888
Act to confirm a certain agreement made between the L. & S. E. Ry. Co. and the Canada Southern Ry. Co.		
LANDON STREET RAILWAY COMPANY:		
Ontario Statute	99	1873
Act to incorporate.		
Ontario Statute	79	1889
Ontario Statute	89	1894
Act to confirm an agreement between the L. St. Ry. Co. and the Corporation of the Village of London West.		
Ontario Statute	107	1895
Ontario Statute	105	1896
Ontario Statute	67	1897
Ontario Statute	97	1899
Ontario Statute	82	1902
Ontario Statute	98	1905
L'ORIGNAL AND CALEDONIA RAILWAY COMPANY:		
Ontario Statute	51	1874
Act to incorporate.		
Ontario Statute	78	1875-76
Act to amend Act to incorporate.		

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MAGNETAWAN RIVER RAILWAY COMPANY:		
Ontario Statute	83	1901
Act to incorporate.		
Ontario Statute	22	1901
Ss. 6. sec. 1.		
Dominion Statute	7	1901
See Grand Trunk Ry.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
MANITOBA AND KEEWATIN RAILWAY COMPANY:		
Dominion Statute	70	1902
Act to incorporate, p. 109.		
Dominion Statute	122	1906
Act respecting.		
MANITOBA AND SOUTH-EASTERN RAILWAY COMPANY:		
Dominion Statute	60	1889
Dominion Statute	4	1890
Dominion Statute	77	1890
Dominion Statute	46	1892
Dominion Statute	53	1893
Dominion Statute	55	1895
Dominion Statute	53	1897
Act respecting.		
Declared to be a work for the general advantage of Canada.		
MANITOULIN AND IRON RANGE RAILWAY COMPANY:		
Ontario Statute	99	1905
Act to incorporate.		
MANITOULIN ISLAND RAILWAY COMPANY:		
Ontario Statute	54	1882
Act to incorporate.		
MANITOULIN AND NORTH SHORE RAILWAY COMPANY:		
Ontario Statute	70	1888
Act to incorporate.		
Ontario Statute	35	1889
Ss. 2 of sec. 1.		
Ontario Statute	87	1891
Act to amend Act to incorporate.		
Ontario Statute	90	1894
Ontario Statute	40	1897
Ss. 3 of sec. 1.		
Ontario Statute	91	1897
Ontario Statute	115	1900
Dominion Statute	64	1900
Act to incorporate.		
Ontario Statute	22	1901
Section 16.		
Ontario Statute	23	1901
Act respecting aid by Land Grant.		
Dominion Statute	74	1901
Ontario Statute	25	1902
Section 14.		
Dominion Statute	72	1902
Ontario Statute	7	1903
Section 56.		
Dominion Statute	148	1903
Ontario Statute	19	1904
See Preamble and ss. 2 of sec. 1.		
Dominion Statute	120	1905
Ontario Statute	19	1906
Section 36.		
Dominion Statute	123	1906
Dominion Statute	106	1907
Dominion Statute	63	1908
Ss. 5 of sec. 1.		
MASKINONGE AND NIPISSING RAILWAY COMPANY:		
Dominion Statute	79	1886
Act to incorporate, p. 61.		
Dominion Statute	82	1888
Act to amend the Act to incorporate, p. 166.		
MASSONTE TRAMWAY COMPANY:		
Ontario Statute	55	1882
Act to incorporate.		
MATTAWA AND WESTPORT RAILWAY COMPANY:		
Ontario Statute	44	1870-71
Act to incorporate.		

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Ontario Statute	58	1871-
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MONTREAL AND JAMES BAY RAILWAY COMPANY:		
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MONTREAL, NIPISSING AND GEORGIAN BAY RAILWAY COMPANY:		
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MONTREAL NORTHERN COLONIZATION RAILWAY COMPANY:		
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Dominion Statute	62	1883
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Dominion Statute	67	1890
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Dominion Statute	49	1892
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MONTREAL AND OTTAWA RAILWAY COMPANY:		
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MOUNT MCKAY AND KAKEBEKA FALLS RAILWAY COMPANY:		
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NAPANEE, TAMWORTH AND QUEBEC RAILWAY COMPANY:		
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Ontario Statute	55	188
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Dominion Statute	62	188
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Act respecting and to change name to "The Kingston, Napanee and Western Ry. Co."		
Ontario Statute	34	189
Dominion Statute	15	189
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NATIONAL TRANSCONTINENTAL RAILWAY:		
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NEPIGON AND MANITOBA RAILWAY COMPANY:		
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NEPIGON RAILWAY COMPANY:		
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NIAGARA FALLS AND LAKE ERIE RAILWAY COMPANY:		
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NIAGARA FALLS PARK AND RIVER RAILWAY COMPANY:		
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Ontario Statute	96	1892
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Dominion Statute	54	1900
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Ontario Statute	86	1901
Dominion Statute	43	1902
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NIAGARA FALLS, WESLEY PARK AND CLIFTON TRAMWAY COMPANY:		
Ontario Statute	87	1901
Note. May lease or sell to the Niagara, St. Catharines and Toronto Ry. Co.		
NIAGARA, HAMILTON AND PACIFIC RAILWAY COMPANY:		
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NIAGARA, QUEENSTON AND ST. CATHARINES RAILWAY COMPANY:		
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Declared to be a work for the general advantage of Canada.		
Dominion Statute	131	1906
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NIAGARA RIVER RAILWAY COMPANY:		
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NIAGARA AND ST. CATHARINES RAILROAD AND STEAMBOAT COMPANY:		
Ontario Statute	73	1877
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Ontario Statute	88	1877
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Note. May be controlled by the Niagara, St. Catharines & Toronto Ry. Co.		
NIAGARA AND ST. CATHARINES STREET RAILWY COMPANY:		
1888, 4th February, incorporated by letters patent under Ont. Joint Stock Co's. Act and Street Ry. Act, 1883.		
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NIAGARA, ST. CATHARINES AND TORONTO RAILWAY COMPANY:		
Dominion Statute	77	1899
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
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Dominion Statute	76	1901
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NICKEL RANGE RAILWAY COMPANY:		
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NIPISSING CENTRAL RAILWAY COMPANY:		
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Ontario Statute	53	18
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NORTH GREY RAILWAY COMPANY:		
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RTHERN RAILWAY COMPANY OF CANADA:		
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Act to amalgamate the "Toronto, Simcoe and Muskoka Junction Ry. Co.," and the "North Grey Ry. Co.," under the name of "The Northern Extension Railway Company."		
See Northern Railway, Dominion Statute, 1875, cap. 65.		
Declared to be a work for the general advantage of Canada.		
NORTHERN AND NORTH-WESTERN JUNCTION RAILWAY COMPANY:		
Ontario Statute	58	188
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NORTHERN AND NORTH-WESTERN AND SAULT STE. MARIE RAILWAY COMPANY:		
Dominion Statute	45	188
Act to incorporate, p. 51.		
Declared it *would be of general benefit to the Dominion.*		
Dominion Statute	67	188
Act to amend the Act to incorporate the N. N. W. & S. S. M. Ry. Co., and to change the name of said Company to the "Northern and Pacific Junction Railway Company," p. 58.		
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NORTHERN AND PACIFIC JUNCTION RAILWAY COMPANY:		
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NORWOOD AND APSLEY RAILWAY COMPANY:		
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OMEMEE, BOBCAYGEON AND NORTH PETERBOROUGH JUNCTION RAILWAY COMPANY:		
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OTTAWA AND DUNDAS RAILWAY COMPANY:		
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ONTARIO ELECTRIC RAILWAY COMPANY:		
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Ontario Statute	108	1903
Act to amend the Act incorporating.		
Ontario Statute	102	1905
ONTARIO, HUDSON'S BAY AND WESTERN RAILWAY COMPANY:		
(Formerly Sault Ste. Marie and Hudson's Bay Ry. Co.)		
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Declared to be a work for the general advantage of Canada.		
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Dominion Statute	136	1906
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ONTARIO PACIFIC RAILWAY COMPANY:		
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ONTARIO AND PACIFIC JUNCTION RAILWAY COMPANY:		
Dominion Statute	74	1874
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Dominion Statute	51	1880
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ONTARIO AND QUEBEC RAILWAY COMPANY:		
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Dominion Statute	44	1881
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Declared to be a work for the general advantage of Canada.		
Dominion Statute	58	1883
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Dominion Statute	54	1884
Act to confirm the lease of the O. & Q. Ry. to the Canadian Pacific Railway Company, and for other purposes.		
Dominion Statute	61	1884
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Dominion Statute	53	1888
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Dominion Statute	82	1891
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Ontario Statute	49	1894
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Ontario Statute	67	1882
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Ontario Statute	78	1887
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ONTARIO SHIP RAILWAY COMPANY:		
Ontario Statute	97	1892
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Ontario Statute	94	1897
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ONTARIO TRACTION COMPANY:		
Ontario Statute	...	1903
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ONTARIO WEST SHORE ELECTRIC RAILWAY COMPANY:		
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Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	24	1887
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Dominion Statute	91	1891
Act to revive and amend the Act to incorporate the Oshawa Ry. and Navigation Co., and to change the name thereof to "The Oshawa Railway Co."		
Name changed as above.		
Dominion Statute	8	1891
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Dominion Statute	2	1893
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Ontario Statute	110	1895
Act respecting.		
Dominion Statute	56	1895
Dominion Statute	70	1900
OTTAWA AND ARNPRIOR JUNCTION RAILWAY COMPANY:		
Dominion Statute	74	1882
Act to incorporate, p. 54.		
OTTAWA, ARNPRIOR AND PARRY SOUND RAILWAY COMPANY:		
Dominion Statute	93	1891
An Act amalgamating the Ottawa and Parry Sound Ry. Co. and the Ottawa, Arnprior and Renfrew Ry. Co., under the name of "The Ottawa, Arnprior & Parry Sound Ry. Co."		
Dominion Statute	8	1896
An Act amalgamating the Ottawa, Arnprior & Parry Sound Ry. Co. and the Parry Sound Colonization Ry. Co. under the name of the Ottawa, Arnprior and Parry Sound Ry. Co.		
See Canada Atlantic.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
OTTAWA, ARNPRIOR AND RENFREW RAILWAY COMPANY:		
Ontario Statute	71	1888
Act to incorporate.		
Ontario Statute	91	1891
Act to amend Act to incorporate.		
Agreements for amalgamation or for leasing or selling to other Cos.		
See Dominion Statute 1891, cap. 93.		
Name changed to "The Ottawa, Arnprior & Parry Sound Ry. Co.		
Dominion Statute	8	1896
Declared to be a work for the general advantage of Canada.		
See. 3, also preamble.		
OTTAWA AND AYLMER RAILWAY AND BRIDGE COMPANY:		
Dominion Statute	58	1895
Act to incorporate, p. 55.		
Declared to be a work for the general advantage of Canada.		
OTTAWA, BROCKVILLE AND ST. LAWRENCE RAILWAY COMPANY:		
Dominion Statute	71	1900
Act to incorporate, p. 111.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	109	1904
Act respecting, p. 205.		
Dominion Statute	137	1906
Act respecting.		
Dominion Statute	88	1902
Act respecting, p. 165.		
OTTAWA CITY PASSENGER RAILWAY COMPANY:		
Dominion Statute	...	1866
Act to incorporate, (29 and 30 Vic.)		
Ontario Statute	45	1868
Act to amend Act to incorporate.		
Ontario Statute	...	1891
Ottawa Electric St. Ry. Co., was on 13th day of Feb., 1891, incorporated by letters patent under the Joint Stock Co's Act and Street Ry. Act.		
Dominion Statute	53	1892
Declared to be a work for the general advantage of Canada, but the operation of so much of the Co's line of Ry. as may be within the Prov. of Ont. by any new or additional powers conferred by this Act, shall be subject to the Statutes of Ont. in force from time to time in relation to Street Rys.		
Ontario Statute	76	1894
Act to confirm an agreement between the City of Ottawa & the O. C. P. Ry. Co. and the Ottawa Elec. St. Ry. Co.		
Dominion Statute	86	1894
Act to confirm an agreement between the O. C. P. Ry. Co. and the O. El. St. Ry. Co., and an agreement between the said companies and the Corporation of the City of Ottawa, and to unite said companies under the name of "The Ottawa Electric Railway Company."		
Dominion Statute	82	1899
Dominion Statute	171	1903
Dominion Statute	140	1905
See Metropolitan Railway of Ottawa, 28 August, 1891, Ont., letters Patent.		
OTTAWA AND GATINEAU VALLEY RAILWAY COMPANY:		
Dominion Statute	74	1887
Act respecting, p. 85.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	87	1894
Act to consolidate and amend certain Acts relating to the Ottawa and Gatineau Valley Ry. Co., and to change the name of the Co. to the Ottawa and Gatineau Railway Co., p. 147.		
Dominion Statute	58	1897
Act respecting, p. 113.		
See cap. 70, page 143.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
Dominion Statute	83	1899
Act respecting, p. 159.		
Dominion Statute	80	1901
Act respecting the O. & G. Ry. Co., and to change its name to "The Ottawa, Northern & Western Ry. Co.," p. 129.		
See the "Ottawa, Northern & Western Ry.," also the Pontiac Pacific Junction Ry. Co.		
OTTAWA, MORRISBURG AND NEW YORK RAILWAY COMPANY:		
Dominion Statute	66	1890
Act to incorporate, p. 58.		
OTTAWA AND NEW YORK RAILWAY COMPANY:		
Dominion Statute	57	1897
Act respecting the Ontario Pacific Ry. Co., and to change the name of the Company to the O. & N. Y. Ry. Co.		
See the Ontario Pacific Ry. Co.		
Ontario Statute	22	1898
Sec. 8.		
Ontario Statute	67	1899
See Ottawa City By-law.		
OTTAWA, NORTHERN AND WESTERN RAILWAY COMPANY:		
Dominion Statute	89	1902
Act to amend Acts relating to O. N. & W. Ry. Co., p. 167.		
Dominion Statute	173	1903
Act respecting, p. 335.		
Amalgamate with the Pontiac Pacific Junction Ry. Co. under above name.		
Dominion Statute	111	1904
Act respecting, p. 313.		
Dominion Statute	142	1905
Act respecting, p. 453		
See Ottawa and Gatineau Valley Ry.		
OTTAWA AND PARRY SOUND RAILWAY COMPANY:		
Dominion Statute	65	1888
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Ontario Statute	46	1890
Ss. 2 of sec. 1.		
Dominion Statute	93	1891
Act amalgamating the O. & P. S. Ry. Co. & the Ottawa, Arnprior and Renfrew Ry. Co. under the name of "The Ottawa, Arnprior & Parry Sound Ry. Co."		
Ontario Statute	34	1893
Ss. 2 of sec. 1 and 4.		
Ontario Statute	76	1893
Act to authorize City of Ottawa to issue certain debentures in aid of the Ottawa, Arnprior & Parry Sound Ry. Co.		
Ontario Statute	49	1894
Ss. 3 of sec. 1 and 5.		
Ontario Statute	36	1895
Ss. 1 of sec. 1 and 5.		
Dominion Statute	57	1895
Act respecting O. A. & P. S. Ry. Co.		
Ontario Statute	48	1896
Ss. 4 of sec. 1.		
Dominion Statute	8	1896
Act amalgamating the O. A. & P. S. Ry. Co. & the P. S. Ry. Co. under the name of the O. A. & P. S. Ry. Co		
See sec. 3. "All the line of Ry. & Branch Rys. authorized to be laid out, constructed and operated by the said Acts of the said Parliament and Legislature respectively are hereby *declared to be works for the general advantage of Canada.*"		
Ontario Statute	40	1897
Ss. 5 of sec. 1.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
Dominion Statute	81	1899
Act to amalgamate the Ottawa, Arnprior and Parry Sound Ry. Co. and the Canada Atlantic Ry. Co. under the name of Canada Atlantic Ry. Co.		
See Parry Sound Colonization Ry. Co.		
OTTAWA RIVER RAILWAY COMPANY:		
Dominion Statute	172	1903
Act to incorporate.		
Ontario Statute	85	1904
Act to incorporate.		
Dominion Statute	112	1904
Act respecting.		
Ontario Statute	103	1905
Act to amend Act to incorporate.		
Dominion Statute	79	1905
Name changed to the "Central Ry. Co. of Canada."		
Dominion Statute	79	1906
Act respecting.		
OTTAWA TERMINAL RAILWAY COMPANY:		
Dominion Statute	117	1907
Act to incorporate.		
OTTAWA AND THOUSAND ISLANDS RAILWAY COMPANY:		
Ontario Statute	79	1887
Act to incorporate.		
Ontario Statute	74	1887
May amalgamate.		
See Brockville, Westport & Sault Ste. Marie Ry. Co.		
Ontario Statute	72	1888
Act to amend Act to incorporate.		
OTTAWA VALLEY RAILWAY COMPANY:		
Dominion Statute	54	1892
Act to incorporate.		
See Atlantic & Lake Superior Ry. Co.		
Declared to be a work for the general advantage of Canada.		
OTTAWA, VAUDREUIL AND MONTREAL RAILWAY COMPANY:		
Dominion Statute	46	1871
Dominion Statute	69	1872
Act to grant additional powers to the Ottawa, Vaudreuil & Montreal Ry. Co.		
Dominion Statute	60	1877
Act concerning the O. V. & M. Ry. Co.		
Extension of time.		
OTTAWA, WADDINGTON AND NEW YORK RAILWAY & BRIDGE COMPANY:		
Dominion Statute	77	1882
Act to incorporate, p. 74.		
Dominion Statute	58	1884
Act to amend Act to incorporate, p. 47.		
Dominion Statute	59	1885
Subsidy Act.		
Dominion Statute	55	1892
Act to revive and amend Acts respecting, p. 57.		
OWEN SOUND AND LAKE HURON RAILWAY COMPANY:		
Dominion Statute	61	1890
Act to incorporate, p. 348.		
Declared to be a work for the general advantage of Canada.		
OWEN SOUND AND MEAFORD RAILWAY COMPANY:		
Dominion Statute	144	1905
Act to incorporate, p. 457.		
Declared to be a work for the general advantage of Canada.		
OWEN SOUND SHALLOW LAKE AND WIARTON RAILWAY COMPANY:		
Ontario Statute	105	1907
Act to incorporate, p. 666.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

P.

	Cap.	Year.
PACIFIC AND ATLANTIC RAILWAY COMPANY:		
Ontario Statute	76	1886
Act to incorporate.		
Ontario Statute	120	1900
Ontario Statute	89	1902
Ontario Statute	104	1905
Dominion Statute	138	1906
In this Act the expression "the Company" means the body politic and corporate created by chapter 76 of the Statutes of Ontario of 1886, and continued by the said amendments thereto, and the lines of railway, except the branch lines therein mentioned, which the Company is thereby empowered to construct are hereby *declared to be works for the general advantage of Canada.*		
PACIFIC JUNCTION RAILWAY COMPANY:		
Ontario Statute	45	1871-72
Act to incorporate.		
PARRY SOUND COLONIZATION RAILWAY COMPANY:		
Ontario Statute	78	1885
Act to incorporate.		
Ontario Statute	73	1888
Act to amend Act to incorporate.		
Ontario Statute	35	1889
Ss. 3 of sec. 1.		
Ontario Statute	46	1890
Sec. 4.		
Ontario Statute	123	1890
Act to amend Act to incorporate.		
Ontario Statute	92	1891
Act to amend Act to incorporate.		
Ontario Statute	41	1892
Sec. 4 and 6.		
Ontario Statute	95	1893
Act to amend Act to incorporate.		
See amalgamation with Ottawa, Arnprior & Parry Sound Ry. Co., 1896, cap. 8, of the Dominion Statute.		
Also see Ottawa and Parry Sound Ry. Co.		
PEMBROKE AND OTTAWA RAILWAY COMPANY:		
Ontario Statute	47	1870-71
Act to incorporate.		
PEMBROKE RADIAL RAILWAY COMPANY:		
Ontario Statute	114	1906
Act to incorporate.		
PEMBROKE SOUTHERN RAILWAY COMPANY:		
Ontario Statute	96	1893
Act to incorporate.		
Ontario Statute	91	1894
Act to amend Act to incorporate.		
Ontario Statute	107	1896
Act to amend Act to incorporate.		
Ontario Statute	48	1896
Ss. 3 of sec. 1 and 5.		
Dominion Statute	4	1897
Subsidy Act.		
Ontario Statute	22	1898
Ss. 2 of sec. 1.		
Ontario Statute	90	1902
Ontario Statute	25	1902
Ss. 1 of sec. 1.		
Ontario Statute	115	1906
Ontario Statute	106	1907
P. 668.		
Cannot enter an agreement with the Canada Atlantic or Grand Trunk Ry. Cos. without having said agreement approved by the Ont. Railway and Municipal Board.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
PENETANGUISHENE AND MIDLAND ELECTRIC STREET RY. LIGHT AND POWER COMPANY, LIMITED: Incorporated by letters patent, 3rd June, 1893.		
Ontario Statute ..... Ss. 3 of sec. 1.	36	1895
PENETANGUISHENE AND ORILLIA RAILWAY COMPANY:		
Ontario Statute ..... Act to incorporate.	105	1905
PERTH AND HURON RADIAL RAILWAY COMPANY:		
Ontario Statute ..... Act to incorporate.	106	1905
PETERBOROUGH AND CHEMONG LAKE RAILWAY COMPANY:		
Ontario Statute ..... Act to incorporate.	74	1888
PETERBOROUGH AND HALIBURTON RAILWAY COMPANY:		
Ontario Statute ..... Act to incorporate.	61	1868-69
Ontario Statute ..... Act to amend Act to incorporate.	40	1869
Ontario Statute ..... See Grand Junction Ry.	48	1871
Ontario Statute ..... Act to amend Act to incorporate.	49	1870-71
PETERBOROUGH RADIAL RAILWAY COMPANY:		
Ontario Statute ..... Act to incorporate.	91	1902
Ontario Statute	116	1906
PETERBOROUGH, SUDBURY & SAULT STE. MARIE RAILWAY COMPANY:		
Dominion Statute ..... Act to incorporate.	63	1891
PETROLIA RAPID RAILWAY COMPANY:		
Ontario Statute ..... Act to incorporate.	92	1902
Ontario Statute	110	1903
Ontario Statute ..... Page 671.	107	1907
PONTIAC CENTRAL RAILWAY COMPANY:		
Quebec Statute ..... Act to incorporate.	85	1907
Dominion Statute	146	1908
PONTIAC AND INTERPROVINCIAL RAILWAY COMPANY:		
Dominion Statute ..... Act to incorporate, p. 225.	116	1904
PONTIAC AND OTTAWA RAILWAY COMPANY:		
Dominion Statute ..... Act to incorporate, p. 161.	88	1894
Dominion Statute ..... Subsidy Act.	4	1894
PONTIAC PACIFIC RAILWAY COMPANY:		
Dominion Statute ..... Act to incorporate, p. 30.	55	1880
Dominion Statute ..... Act to amend Act to incorporate and to authorize the said Company to erect a bridge over the River Ottawa, p. 27.	69	1882
Dominion Statute ..... Act to amend Act to incorporate, p. 81.	73	1887
Dominion Statute ..... Act respecting, p. 97	82	1889
Dominion Statute ..... Act respecting, p. 78.	68	1890
Dominion Statute ..... Act respecting, p. 58.	56	1892
Dominion Statute ..... Act respecting, p. 61.	31	1896
Dominion Statute ..... Act respecting, p. 161.	84	1899
Dominion Statute ..... Act respecting, p. 115.	72	1900

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
PORT ARTHUR, DULUTH AND WESTERN RAILWAY COMPANY: Formerly Thunder Bay Colonization Ry. Co.		
Ontario Statute	75	1888
Act to further amend the Acts respecting. See Thunder Bay Colonization Ry. Co., 1887, cap. 83, Ont. Statute.		
Dominion Statute	84	1888
Declared to be a work for the general advantage of Canada.		
Ontario Statute	46	1890
Sec. 2.		
Dominion Statute	76	1890
Ontario Statute	91	1890
Ontario Statute	41	1892
Sec. 1 and 6.		
Dominion Statute	59	1893
PORT ARTHUR AND FORT WILLIAM RAILWAY COMPANY:		
Ontario Statute	93	1891
Act to incorporate.		
Ontario Statute	78	1891
Act respecting Town of Port Arthur, sec. 15.		
Ontario Statute	70	1892
Sec. 20.		
Ontario Statute	82	1892
Act respecting.		
Ontario Statute	78	1893
Ontario Statute	73	1895
Act respecting Town of Port Arthur.		
Ontario Statute	73	1899
Rates of fare on Electric Ry., etc.		
Ontario Statute	65	1901
Ontario Statute	76	1903
Ontario Statute	80	1908
Re arbitration of part of line in Fort William.		
PORT BURWELL AND INGERSOLL RAILWAY COMPANY:		
Ontario Statute	54	1871-72
Act to incorporate.		
PORT CREDIT, BRAMPTON AND GUELPH RAILWAY COMPANY:		
Ontario Statute	117	1906
Act to incorporate.		
PORT DALHOUSIE, ST. CATHARINES AND THOROLD ELECTRIC STREET RY. CO.:		
Ontario Statute	...	1893
Incorporated by letters patent, 28th June, 1893.		
Ontario Statute	93	1902
Note. May lease or sell to the Niagara, St. Catharines & Toronto Ry. Co., but subject to the rights, position and power of any municipal corporation under any Statute, by-law, agreement or otherwise, and the same may be enforced as against the Niagara, St. Catharines & Toronto Ry. Co. in the same manner, and to the same extent and as fully as the same could be enforced as against the Port Dalhousie, St. Catharines and Thorold Electric Ry. Co. This railway is still under the jurisdiction of this Board.		
Operated by the Niagara, St. Catharines & Toronto Railway Company.		
PORT DOVER, BRANTFORD, BERLIN AND GODERICH RAILWAY COMPANY: Now Grand Valley Ry. Co.		
Dominion Statute	73	1900
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	91	1902
Act respecting and to change name to "The Grand Valley Ry. Co."		
Dominion Statute	102	1906

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
PORT DOVER AND LAKE HURON RAILWAY COMPANY:		
See Grand Trunk.		
Ontario Statute	53	1871-72
Act to incorporate.		
Ontario Statute	88	1873
Act to amend the Act to incorporate, and to extend the powers conferred upon the said Co.		
Ontario Statute	57	1874
Act respecting.		
Ontario Statute	58	1874
Act to make valid a certain by-law of Perth, granting aid to the P. D. & L. H. Ry. Co., and to the Stratford & Huron Ry. Co.		
Ontario Statute	74	1877
See "An Act respecting the Stratford & Huron Ry., 1887, cap. 79, Ont."		
Ontario Statute	50	1878
See Stratford & Huron Ry., 1878, cap. 54, sec. 9, Ont., also 1880, cap. 65, also Act, 1881, cap. 69, amalgamating the Port Dover & L. Huron, the Stratford & Huron, and the Georgian Bay and Wellington Ry. Cos. as the Grand Trunk, Georgian Bay & Lake Erie Ry. Co.; also see Perth Ry. Debentures, 1893, cap. 77.		
PORT ELGIN SPUR LINE:		
Ontario Statute	118	1906
Act to incorporate.		
PORT HOPE, LINDSAY AND BEAVERTON RAILWAY COMPANY:		
See Midland Railway of Canada.		
Ontario Statute	71	1868-69
Act to enable the Council of the Corporation of Port Hope to aid, by way of bonus, the extension and completion of the P. H. L. & B. Ry. to Beaverton and for other purposes.		
Ontario Statute	31	1869
Act to authorize the P. H. L. & B. Ry. Co. to change the name of their Company, and to extend their line of railway and for other purposes.		
Name changed to the "Midland Railway of Canada."		
PORT ROWAN AND LAKE SHORE RAILWAY COMPANY:		
Ontario Statute	59	1880
Act to incorporate.		
Ontario Statute	70	1881
Ontario Statute	59	1882
Act to amend and extend the Act to incorporate.		
PORT ROYAL AND DETROIT RIVER RAILWAY COMPANY:		
Ontario Statute	71	1881
Act to incorporate.		
PORT STANLEY, STRATHROY AND PORT FRANKS RAILWAY COMPANY:		
Ontario Statute	54	1874
Act to incorporate, (38 Vic.)		
Ontario Statute	82	1875-76
Act to amend the Act incorporating.		
Ontario Statute	16	1878
Grant of $173.04 per mile for 10 miles per annum for 20 years, ss. 2 of sec. 2.		
Ontario Statute	60	1880
Act to revive and amend the Act incorporating.		
Ontario Statute	71	1884
Act to revive and amend the Act incorporating.		
PORT WHITBY AND PORT PERRY RAILWAY COMPANY:		
Name changed to "Whitby and Port Perry Extension Ry. Co."		
Ontario Statute	40	1867-68
Act to incorporate, (31 Vic.)		
Ontario Statute	60	1868-69
Act to amend the Act to incorporate.		
Ontario Statute	39	1869
Act amending Acts relating to.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
Ontario Statute	50	1870-71
Ontario Statute	56	1871-72
Act amending Act to incorporate.		
Ontario Statute	68	1873
Act respecting.		
Ontario Statute	59	1874
Act to amend the Act to incorporate.		
PORTLOCK AND DESERT LAKE MINING AND RAILWAY COMPANY:		
Ontario Statute	92	1894
Act to incorporate.		
PRESCOTT COUNTY RAILWAY COMPANY:		
Dominion Statute	82	1887
Act to incorporate, p. 110.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	80	1889
Act to amend the Act to incorporate, and to change the name of the Company to "The Central Counties Railway Company," p. 91.		
See Central Counties Ry. Co.		
PRESCOTT AND GLENGARRY COUNTIES JUNCTION RAILWAY COMPANY:		
Ontario Statute	60	1882
Act to incorporate.		
PRESQU'ISLE AND BELMONT RAILWAY COMPANY:		
Ontario Statute	70	1868-69
Act to incorporate.		
Ontario Statute	94	1873
Act to revive and amend the Act to incorporate.		
PRINCE ARTHUR'S LANDING AND KAMINISTIQUIA RAILROAD COMPANY:		
Ontario Statute	83	1875-76
Act to incorporate.		
Ontario Statute	14	1877
Ss. 3 of sec. 1.		
PRINCE EDWARD COUNTY RAILWAY COMPANY:		
(Afterwards the Central Ontario Railway Co.)		
Ontario Statute	73	1873
Act to incorporate.		
Ontario Statute	60	1874
Act to amend the Act incorporating.		
Ontario Statute	51	1878
Ontario Statute	61	1880
Act to amend the Acts respecting.		
Ontario Statute	44	1880
Act to confirm a by-law of the County of Prince Edward granting aid to the P. E. Co. Ry. Co.		
Ontario Statute	72	1881
Ontario Statute	61	1882
Name changed to "The Central Ontario Ry. Co."		
Dominion Statute	60	1884
Declared to be a work for the general advantage of Canada.		
Dominion Statute	71	1886
Dominion Statute (51 Vic.)	76	1888
Dominion Statute	52	1890
Ontario Statute	23	1899
Ontario Statute	29	1900
Ontario Statute	13	1905
Sec. 21.		
Ontario Statute	19	1906
Sec. 42.		
Dominion Statute	78	1906

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
Q.		
QUEBEC AND LAKE HURON RAILWAY COMPANY:		
Dominion Statute	74	1900
Act to incorporate, p. 121.		
Dominion Statute	93	1903
Act respecting, p. 181.		
Dominion Statute	117	1904
Act respecting, p. 227.		
Dominion Statute	148	1906
Act respecting.		
QUEBEC AND LAKE HURON DIRECT RAILWAY COMPANY:		
Dominion Statute	69	1875
Act to incorporate.		
QUEBEC, MIDLAND RAILWAY COMPANY:		
Dominion Statute	149	1906
Act to incorporate.		
QUEBEC, MONTREAL, OTTAWA AND OCCIDENTAL RAILWAY COMPANY:		
Dominion Statute	56	1879
Act to authorize the construction of a bridge over the Ottawa River for the use of the Quebec, Montreal, Ottawa and Occidental Ry., p. 10.		
Dominion Statute	67	1882
Act respecting, p. 23.		
See North Shore Ry. Co., "Quebec."		
QUEBEC ORIENTAL RAILWAY COMPANY:		
Dominion Statute	122	1907
Act respecting.		
QUEENSTON, ST. CATHARINES AND PORT DALHOUSIE ELECTRIC RAILWAY COMPANY:		
Ontario Statute	121	1900
Act to incorporate.		
QUINZE AND BLANCHE RIVER RAILWAY COMPANY:		
Dominion Statute	123	1907
R.		
RATHBUN COMPANY:		
Dominion Statute	89	1883
Act to incorporate.		
Dominion Statute	122	1891
Act respecting.		
Dominion Statute	109	1901
Act respecting.		
Dominion Statute	189	1903
Act respecting, To construct or maintain railways, etc.		
RICHMOND HILL JUNCTION RAILWAY COMPANY:		
Ontario Statute	77	1886
Act to incorporate.		
RIVER DETROIT RAILWAY BRIDGE COMPANY:		
Dominion Statute	91	1888
Act to incorporate the River Detroit Winter Ry. Bridge Co.		
Dominion Statute	90	1890
Act to amend Act to incorporate and to change name to the River Detroit Ry. Bridge Co., p. 136.		
RIVER ST. CLAIR RAILWAY BRIDGE AND TUNNEL COMPANY:		
Dominion Statute	87	1872
Act to incorporate, p. 370.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	92	1873
Act to amend Act to incorporate, p. 318.		
Dominion Statute	70	1882
Act respecting, p. 30.		
Dominion Statute	25	1885
Act respecting, p. 38.		
Dominion Statute	102	1891
Act respecting, p. 151.		
Dominion Statute	117	1900
Act respecting, p. 247.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
LONDEAU, RIDGETOWN AND WALLACEBURG RAILWAY COMPANY:		
Ontario Statute	119	1906
Act to incorporate.		
RUSSELL, DUNDAS AND GRENVILLE COUNTIES RAILWAY COMPANY:		
Dominion Statute	87	1899
Act to incorporate, p. 187.		
Declared to be a work for the general advantage of Canada.		
S.		
SANDWICH AND WINDSOR PASSENGER RAILWAY COMPANY:		
(Afterwards the Sandwich, Windsor & Amherstburg Ry. Co.)		
Ontario Statute	64	1871-72
Act to incorporate.		
Ontario Statute	61	1874
Act to extend the time for completion.		
Ontario Statute	80	1887
Act to amend the Act incorporating.		
Ontario Statute	94	1891
Act to further amend Acts respecting.		
Ontario Statute	97	1893
Ontario Statute	62	1898
Ontario Statute	94	1902
Transfer by South Essex Electric Ry. Co.		
Ontario Statute	112	1903
Act respecting the Sandwich, Windsor & Amherstburg Ry. and the City Railway Co. of Windsor.		
The City Railway Co. of Windsor was incorporated under the provisions of "The Street Railway Act, R. S. C. 208."		
Ontario Statute	88	1904
Transfer from City Co. to Sandwich Co., authorized.		
Ontario Statute	39	1905
Act respecting the Town of Amherstburg.		
SARNIA, CHATHAM AND ERIE RAILWAY COMPANY:		
Ontario Statute	70	1875-76
See Dresden and Oil Springs Ry. Co., cap. 69, 1873.		
SARNIA AND LAMBTON SOUTHERN RAILWAY COMPANY:		
Ontario Statute	73	1884
Act to incorporate.		
Ontario Statute	81	1889
Act to revive and amend the Act incorporating.		
Ontario Statute	112	1895
SARNIA AND PETROLIA RAILWAY COMPANY:		
Ontario Statute	63	1880
Act to incorporate.		
SARNIA, PETROLIA AND ST. THOMAS RAILWAY COMPANY:		
Ontario Statute	113	1903
Act to incorporate.		
SARNIA STREET RAILWAY COMPANY:		
Ontario Statute	61	1874
Act to incorporate.		
Ontario Statute	95	1902
Ontario Statute	114	1903
Ontario Statute	107	1908
SAUGEEN VALLEY RAILWAY COMPANY:		
Ontario Statute	52	1878
Act to incorporate.		
Ontario Statute	65	1882
Act to amend the Act incorporating.		
Ontario Statute	77	1888
SAULT STE. MARIE RAILWAY COMPANY:		
Ontario Statute	64	1880
Act to incorporate.		
Dominion Statute	64	1890
Act to incorporate the Sault Ste. Marie and Hudson's Bay Ry. Co.		
Declared to be a work for the general advantage of Canada.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Yea
Ontario Statute	124	189
Act to incorporate the Sault Ste. Marie and Hudson's Bay Ry. Co.		
Ontario Statute	98	189
Ontario Statute	108	189
Ontario Statute	101	189
Name changed to "The Ontario, Hudson's Bay and Western Railways Company."		
SAULT STE. MARIE RAILWAY AND BRIDGE COMPANY:		
Dominion Statute	50	187
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	86	187
Act to explain and amend the Sault Ste. Marie Railway and Bridge Act, p. 368.		
SAULT STE. MARIE AND HUDSON'S BAY RAILWAY COMPANY:		
Ontario Statute	124	189
Act to incorporate.		
Ontario Statute	98	189
Act respecting.		
Ontario Statute	108	189
Act relating.		
Ontario Statute	101	189
Act relating.		
Name changed to "The Ontario Hudson's Bay and Western Ry. Co."		
Ontario Statute	23	189
Ss. 1 of sec. 1 and 3.		
SCHOMBERG AND AURORA RAILWAY COMPANY:		
Dominion Statute	34	189
Act to incorporate, p. 73.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	81	190
Act respecting, p. 139.		
Dominion Statute	160	190
Act respecting.		
SILVER BELT ELECTRIC RAILWAY COMPANY:		
Ontario Statute	108	1907
Act to incorporate, p. 673.		
SILVERBROOK TRAMWAY COMPANY:		
Ontario Statute	74	1884
Act to incorporate.		
SIMCOE AND MUSKOKA RAILWAY COMPANY:		
Ontario Statute	80	1868-69
Act to incorporate.		
SIMCOE AND PORT RYERSE TRAM OR RAILROAD AND HARBOUR COMPANY:		
Ontario Statute	91	1873
Act to amend and extend the provisions of the Act incorporating.		
SMITH'S FALLS, RIDEAU AND SOUTHERN RAILWAY COMPANY:		
Ontario Statute	63	1898
Act to incorporate.		
Ontario Statute	102	1899
Act to amend the Act incorporating.		
SNOWDOWN BRANCH RAILWAY COMPANY:		
Ontario Statute	65	1879
Act to incorporate.		
SOUTH ESSEX ELECTRIC RAILWAY COMPANY:		
Ontario Statute	109	1896
Act to incorporate.		
Ontario Statute	95	1897
Act to amend Act incorporating.		
Ontario Statute	89	1901
See the Sandwich, Windsor & Amherstburg Ry. Co., 1902, cap. 94, sec. 3.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
)UTH NORFOLK RAILWAY COMPANY:		
See Grand Trunk.		
Dominion Statute	86	1887
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Ontario Statute	78	1888
Dominion Statute	57	1888
May become an extension of the Grand Trunk, Georgian Bay and Lake Erie Ry. Co., and may be operated by the Grand Trunk Railway of Canada.		
)UTH ONTARIO PACIFIC RAILWAY COMPANY:		
Dominion Statute	85	1887
Act to incorporate, p. 122.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	70	1889
Act respecting, p. 64.		
Ontario Statute	70	1891
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Dominion Statute	92	1891
Act respecting, p. 120.		
Dominion Statute	35	1896
Act respecting, p. 77.		
Dominion Statute	85	1901
Act respecting, p. 143.		
Dominion Statute	161	1906
Act respecting.		
OUTH SIMCOE JUNCTION RAILWAY COMPANY:		
Ontario Statute	44	1871-72
Act to incorporate.		
OUTH-WESTERN RAILWAY COMPANY:		
Dominion Statute	52	1888
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	83	1891
Act respecting.		
Dominion Statute	37	1896
Act respecting the S. W. Ry. Co. and the St. Lawrence and Adirondack Ry. Co., p. 83.		
See 1896, cap. 18, Dominion Statutes, p. 15.		
SOUTH-WESTERN RAILWAY COMPANY OF CANADA:		
Ontario Statute	62	1874
Act to incorporate.		
SOUTH-WESTERN TRACTION COMPANY:		
Ontario Statute	96	1902
Act to incorporate.		
Ontario Statute	115	1903
Ontario Statute	89	1904
Ontario Statute	121	1906
Ontario Statute	136	1908
Purchased charter of Middlesex & Elgin Inter-Urban Ry. Co.		
SOUTHERN CENTRAL RAILWAY COMPANY:		
Ontario Statute	81	1887
Act to incorporate.		
Ontario Statute	125	1890
ST. CATHARINES, MERRITTON AND THOROLD STREET RAILWAY COMPANY:		
Ontario Statute	63	1882
Ontario Statute	76	1888
Act to amend the Acts respecting.		
Formerly the "St. Catharines Street Ry. Co."		
ST. CATHARINES AND NIAGARA CENTRAL RAILWAY COMPANY:		
Name changed to the Niagara, Hamilton and Pacific Ry. Co.		
Ontario Statute	73	1881
Act to incorporate.		
Ontario Statute	62	1882
Act amending the Act to incorporate.		
Ontario Statute	72	1884

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
Ontario Statute	79	1885
Ontario Statute	78	1886
Dominion Statute	60	1887
Declared to be a work for the general advantage of Canada.		
Dominion Statute	78	1888
Act to amend Act respecting.		
Dominion Statute	79	1888
Dominion Statute	54	1890
Dominion Statute	87	1891
Dominion Statute	58	1892
Ontario Statute	79	1893
Dominion Statute	92	1894
Dominion Statute	61	1895
Act respecting and to change name to the "Niagara, Hamilton and Pacific Ry. Co."		
Ontario Statute	79	1895
Dominion Statute	9	1896
ST. CATHARINES, PELHAM AND WELLAND ELECTRIC RAILWAY COMPANY:		
Ontario Statute	86	1904
Act to incorporate.		
Ontario Statute	107	1905
Ontario Statute	120	1906
ST. CATHARINES STREET RAILWAY COMPANY:		
Ontario Statute	63	1874
Act to incorporate.		
Ontario Statute	86	1877
Ontario Statute	63	1882
Act to amend the Acts relating to.		
Name changed to the "St. Catharines, Merritton and Thorold Street Ry. Co."		
ST. CLAIR, ESSEX CENTRE AND ERIE RAILWAY COMPANY:		
Ontario Statute	80	1885
Act to incorporate.		
ST. JOSEPH AND STRATFORD ELECTRIC RAILWAY COMPANY:		
Ontario Statute	87	1904
Act to incorporate.		
ST. LAWRENCE AND ADIRONDACK RAILWAY COMPANY:		
Dominion Statute	64	1888
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	60	1893
Act respecting, p. 113.		
Dominion Statute	93	1894
Act respecting, p. 173.		
Dominion Statute	62	1895
Act respecting, p. 85.		
Dominion Statute	18	1896
St. Lawrence and Adirondack Ry. Co. agreement with Grand Trunk Ry. Co. confirmed.		
Dominion Statute	32	1896
Act respecting, p. 65.		
Leased to Grand Trunk		
ST. LAWRENCE AND OTTAWA RAILWAY COMPANY:		
(Formerly the Ottawa and Prescott Ry. Co.)		
Dominion Statute	20	1867
Act to incorporate, p. 314.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	67	1872
Act to amend, p. 249.		
Dominion Statute	47	1876
Act to further amend, p. 24.		
Dominion Statute	76	1884
Act to empower the bondholders of the St. L. & O. Ry. Co. to vote at meetings of the Company, and for other purposes, p. 119.		
Dominion Statute	33	1896
Act respecting, p. 71.		
Leased to Canadian Pacific Ry.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
ST. MARY'S AND CREDIT VALLEY RAILWAY COMPANY:		
(Name changed to "St. Mary's Credit Valley and Huron Ry. Co.")		
Ontario Statute	74	1873
Act to incorporate.		
Ontario Statute	62	1880
Act to revive and amend the Act to incorporate.		
Ontario Statute	64	1882
Act to amend the Acts respecting.		
ST. MARY'S RIVER BRIDGE COMPANY:		
(Railways.)		
Dominion Statute	112	1901
Act to incorporate.		
Dominion Statute	159	1906
Act respecting.		
Dominion Statute	129	1907
Act respecting.		
ST. MARY'S AND WESTERN ONTARIO RAILWAY COMPANY:		
Dominion Statute	155	1905
Act to incorporate, p. 479.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	130	1907
Act respecting.		
Dominion Statute	63	1908
Ss. 60 of sec. 1.		
ST. THOMAS RADIAL ELECTRIC COMPANY:		
Ontario Statute	111	1895
Act to incorporate.		
ST. THOMAS STREET RAILWAY COMPANY:		
Ontario Statute	53	1878
Act to incorporate.		
Ontario Statute	51	1898
Act respecting the City of St. Thomas and the St. Thomas St. Ry. Co.		
Ontario Statute	111	1903
STRATFORD AND HURON RAILWAY COMPANY:		
See Grand Trunk.		
Dominion Statute	184	1855
Act to incorporate.		
Dominion Statute	26	1856
Act to amend the Act incorporating.		
Dominion Statute	88	1864
Ontario Statute	51	1871-72
Ontario Statute	87	1873
Act consolidating and amending the Acts incorporating the S. & H. Ry. Co. and the Acts reviving and amending the same.		
Ontario Statute	55	1874
Ontario Statute	58	1874
Ontario Statute	22	1875-76
(39 Vic.), ss. 5 of sec. 1.		
Ontario Statute	54	1878
Ontario Statute	66	1879
Ontario Statute	65	1880
Act respecting the S. & H. Ry. Co. and the Port Dover and Lake Huron Ry. Companies.		
Ontario Statute	23	1881
Ss. 2 of sec. 2.		
Ontario Statute	77	1893
STRATFORD AND ST. JOSEPH RADIAL RAILWAY COMPANY:		
Ontario Statute	109	1907
Act to incorporate, p. 676.		
STRATFORD RADIAL RAILWAY COMPANY:		
Ontario Statute	116	1903
Act to incorporate.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
STRATHROY AND WESTERN COUNTIES RAILWAY COMPANY:		
Ontario Statutes	99	1893
Act to incorporate.		
Ontario Statute	64	1898
Act to amend the Act incorporating.		
Ontario Statute	90	1901
Ontario Statute	90	1904
STREETSVILLE AND PORT CREDIT JUNCTION RAILWAY COMPANY:		
Ontario Statute	40	1870-71
Act to incorporate.		
Ontario Statute	81	1873
Ontario Statute	123	1873
Sec. 2.		
Ontario Statute	84	1875-76
SUDBURY, COPPER CLIFF AND CREIGHTON ELECTRIC RAILWAY COMPANY:		
Ontario Statute	117	1903
Act to incorporate.		
SUDBURY AND NIPISSING RAILWAY COMPANY:		
Ontario Statute	100	1893
Act to incorporate.		
Ontario Statute	122	1900
SUDBURY AND WAHNAPITAE RAILWAY COMPANY:		
Dominion Statute	90	1899
Act to incorporate, p. 195.		
Declared to be a work for the general advantage of Canada.		
SUPERIOR AND JAMES BAY RAILWAY COMPANY:		
Ontario Statute	123	1900
Act to incorporate.		
Ontario Statute	122	1906
Act of 1900 revived.		

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TEESWATER AND INVERHURON RAILWAY COMPANY:		
Dominion Statute	90	1887
Act to incorporate, p. 156.		
Declared to be a work for the general advantage of Canada.		
TEMISKAMING AND NORTHERN ONTARIO RAILWAY:		
Ontario Statute	9	1902
Act to authorize the construction of.		
Ontario Statute	4	1903
Act to amend the T. & N. O. Ry. Act.		
Ontario Statute	7	1904
Ontario Statute	10	1905
Ontario Statute	14	1906
Ontario Statute	18	1907
THAMES VALLEY TRAMWAY COMPANY:		
Ontario Statute	82	1887
Act to incorporate.		
THESSALON AND GRAND PORTAGE RAILWAY COMPANY:		
Ontario Statute	103	1899
Act to incorporate.		
THESSALON AND NORTHERN RAILWAY COMPANY:		
Ontario Statute	110	1907
Act to incorporate, p. 679.		
Ontario Statute	23	1907
Sec. 48.		
Dominion Statute	63	1908
Ss. 65 of sec. 1.		
THOROLD AND LAKE ERIE RAILWAY COMPANY:		
Dominion Statute	131	1904
Act to incorporate, p. 267.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	132	1904
Act to amend the Act to incorporate, p. 271.		
Dominion Statute	168	1906
Act respecting.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
THOUSAND ISLANDS RAILWAY COMPANY:		
(Formerly Gananoque and Rideau Ry. Co.)		
Ontario Statute	67	1884
Ontario Statute	66	1894
Act to confirm an agreement between the Corporation of the Town of Gananoque and the T. I. Ry. Co.		
Dominion Statute	75	1888
Declared to be a work for the general advantage of Canada.		
Dominion Statute	38	1896
Act respecting, p. 91.		
Dominion Statute	83	1900
Act respecting, p. 145.		
THUNDER BAY COLONIZATION RAILWAY COMPANY:		
(Name changed to "Port Arthur, Duluth and Western Ry. Co.")		
Ontario Statute	56	1883
Act to incorporate.		
Ontario Statute	79	1886
Ontario Statute	83	1887
Act to change name of Company to the "Port Arthur, Duluth and Western Ry. Co.," which *was declared to be a work for the general advantage of Canada.*		
THUNDER BAY, NIPIGON AND ST. JOE RAILWAY COMPANY:		
Ontario Statute	104	1899
Act to incorporate.		
Ontario Statute	22	1901
Ss. 5 of sec. 1.		
Ontario Statute	24	1901
Act respecting aid by land grant.		
Ontario Statute	25	1902
Ss. 6 of sec. 1.		
Ontario Statute	7	1903
Sec. 62.		
Ontario Statute	21	1904
Act amending the Act respecting aid by land grant.		
Ontario Statute	91	1904
THUNDER BAY SILVER MINES RAILWAY COMPANY:		
Dominion Statute	80	1872
Act to incorporate, p. 334.		
Declared to be a work for the general advantage of Canada.		
THREE RIVERS AND WESTERN RAILWAY COMPANY:		
Dominion Statute	64	1889
Act to incorporate, p. 48.		
THURLOW RAILWAY COMPANY:		
Ontario Statute	111	1907
Act to incorporate, p. 682.		
Jurisdiction divided.		
TILLSON SPUR LINE RAILWAY COMPANY:		
Ontario Statute	95	1891
Act to incorporate.		
TILLSONBURG AND LAKE ERIE AND PACIFIC RAILWAY COMPANY:		
Leased by Canadian Pacific Ry. Co.		
Dominion Statute	56	1890
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Ontario Statute	36	1895
Ss. 1 of sec. 1.		
Ontario Statute	113	1895
Act to confirm certain Municipal By-laws respecting T. L. E. & P. Ry. Co. & the Port Burwelll Harbour.		
Ontario Statute	40	1897
Ss. 4 of sec. 1.		
Dominion Statute	105	1902
Dominion Statute	133	1903

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year
TIMAGAMI RAILWAY COMPANY:		
Dominion Statute	87	1898
Act to incorporate, p. 105.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	84	1900
Act respecting, cap. 87, 1898, revived, and time for completion extended, p. 147.		
Dominion Statute	106	1902
Act respecting, p. 219.		
Dominion Statute	134	1904
Act respecting, p. 275.		
Dominion Statute	161	1905
Act respecting, and to change name to "The Ontario Northern and Timagami Ry. Co.," p. 493.		
TIMAGAMI, COBALT AND TEMISKAMING RAILWAY COMPANY:		
Dominion Statute	167	1906
Act to incorporate.		
TORONTO RAILWAY COMPANY:		
(Formerly Toronto Street Ry. Co.)		
Ontario Statute	99	1892
Act to incorporate the Toronto Ry. Co. and to confirm an agreement between the Corporation of the City of Toronto and George W. Kiely, William McKenzie, Henry A. Everett and Chauncey W. Woodworth.		
Ontario Statute	85	1893
See Toronto, Act respecting By-law No. 3,090, p. 391.		
Ontario Statute	101	1893
Ontario Statute	93	1894
Ontario Statute	81	1897
See Toronto, Schedules "B" and "C."		
Ontario Statute	103	1900
See Toronto Junction Town.		
Ontario Statute	93	1904
Ontario Statute	112	1908
TORONTO BELT LINE RAILWAY COMPANY:		
Ontario Statute	82	1889
Act to incorporate, p. 281.		
Ontario Statute	82	1891
Don Improvements, See Toronto City, sec. 2.		
TORONTO, GREY AND BRUCE RAILWAY COMPANY:		
(Now Canadian Pacific Ry. Co.)		
Ontario Statute	40	1868
Act to incorporate.		
Ontario Statute	82	1868-69
Act to amend the Act incorporating.		
Ontario Statute	41	1869
Ontario Statute	4	1872
Ontario Statute	46	1871-72
Ontario Statute	78	1873
Ontario Statute (38 Vic.)	56	1874
Ontario Statute	78	1877
Ontario Statute	31	1878
Ontario Statute	55	1878
Ontario Statute	66	1880
Ontario Statute	74	1881
Dominion Statute	66	1884
Declared to be a work for the general advantage of Canada.		
Ontario Statute	66	1885
Ontario Statute	61	1886
TORONTO AND HAMILTON RAILWAY COMPANY:		
Dominion Statute	196	1903
Act to incorporate, p. 409, vol. 2.		
Declared to be a work for the general advantage of Canada.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
Sec. 10. "The acquisition by the Company of a line of any railway mentioned in section 8 of this Act, which has been incorporated by a charter of the Province of Ontario, shall not make such line of railway, or any extension or extensions thereof hereafter constructed under such charter, subject to The Railway Act of Canada or works for the general advantage of Canada, *but they shall be and remain subject to the legislation and control of the Province of Ontario*, and to the rights and powers of the local municipalities in the same manner and to the same extent as if this act had not been passed." The Companies mentioned in section 8 are The Hamilton Radial Electric Railway Co., the Hamilton, Grimsby & Beamsville Electric Ry. Co., the Niagara, St. Catharines & Toronto Ry. Co., the Toronto & Mimico Electric Ry. Co. and Light Co., Limited, the Metropolitan Ry. Co. and the Toronto Suburban Ry. Co.		
Dominion Statute	135	1904
Act respecting, p. 277.		
Dominion Statute	163	1905
Act respecting, p. 501.		
Dominion Statute	164	1905
Act respecting, p. 503.		
Dominion Statute	169	1906
Act respecting, and to change name to "The Toronto, Niagara and Western Railway Company."		
TORONTO, HAMILTON AND BUFFALO RAILWAY COMPANY:		
(See "Brantford, Waterloo and Lake Erie Ry. Co.")		
Ontario Statute	75	1884
Act to incorporate.		
Ontario Statute	83	1889
Ontario Statute	126	1890
Dominion Statute	86	1891
Declared to be a work for the general advantage of Canada.		
Ontario Statute	60	1893
Dominion Statute	62	1893
Dominion Statute	66	1895
Ontario Statute	110	1896
Dominion Statute	39	1896
Ontario Statute	60	1898
Agreement with Hamilton & Dundas St. Ry. Co.		
Dominion Statute	197	1903
Dominion Statute	165	1905
Operated by Michigan Central Railway.		
TORONTO, HAMILTON AND NIAGARA FALLS ELECTRIC RAILWAY COMPANY:		
Ontario Statute	114	1895
Act to incorporate.		
TORONTO, HIGH PARK AND MIMICO TRAMWAY COMPANY:		
Ontario Statute (38 Vic.)	60	1874
Act to incorporate.		
TORONTO, HIGH PARK AND WESTERN TRAMWAY COMPANY:		
Ontario Statute	66	1882
Act to incorporate.		
TORONTO AND HUDSON BAY RAILWAY COMPANY:		
Dominion Statute	88	1898
Act to incorporate, p. 109.		
Declared to be a work for the general advantage of Canada.		
TORONTO, LINDSAY AND PEMBROKE RAILWAY COMPANY:		
Ontario Statute	105	1899
Act to incorporate.		
Ontario Statute	29	1900
Ss. 1 of sec. 1.		
Ontario Statute	25	1902
Sec. 2, also see ss. 3 and sec. 19.		
Ontario Statute	23	1907
Secs. 44 and 45.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
TORONTO AND MIMICO RAILWAY COMPANY:		
Incorporated by letters patent, 14 Nov., 1890.		
Ontario Statute	92	1904
Act respecting Township of Toronto and the T. & M. Ry. Co.		
See Toronto & York Radial Ry. Co.		
TORONTO, NIAGARA AND WESTERN RAILWAY COMPANY:		
Dominion Statute	169	1906
See Toronto & Hamilton Ry. Co.		
TORONTO AND NIPISSING RAILWAY COMPANY:		
See Grand Trunk or Midland Ry.		
Ontario Statute	41	1868
Act to incorporate.		
Ontario Statute	83	1868-69
Act to amend Act to incorporate.		
Ontario Statute	42	1869
Act to amend Act to incorporate.		
Ontario Statute	54	1870-71
Act to amend Act to incorporate.		
Ontario Statute	79	1873
Act to amend Act to incorporate.		
Ontario Statute (38 Vic.)	57	1874
Act to amend Acts relating to T. & N. Ry. Co.		
Ontario Statute	56	1878
Ontario Statute	62	1879
Ontario Statute	67	1882
Act to consolidate the Toronto & Nipissing Ry. Co., the Whitby, Port Perry & Lindsay Ry. Co., the Victoria Ry. Co., the Toronto & Ottawa Ry. Co., the Grand Junction Ry. Co. & the Midland Ry. of Canada.		
Ontario Statute	68	1882
Ontario Statute	50	1887
Ontario Statute	43	1888
Ontario Statute	64	1889
Ontario Statute	71	1889
TORONTO AND NIPISSING EASTERN EXTENSION RAILWAY COMPANY:		
Ontario Statute	67	1880
Act to incorporate.		
Ontario Statute	75	1881
Ontario Statute	76	1884
Name changed to "The Irondale, Bancroft and Ottawa Ry. Co."		
TORONTO AND NORTH EASTERN RAILWAY COMPANY:		
Ontario Statute	123	1906
Act to incorporate.		
TORONTO AND OTTAWA RAILWAY COMPANY:		
(Formerly Huron and Quebec Ry. Co.)		
Ontario Statute	80	1877
Ontario Statute	57	1878
Ontario Statute	67	1879
Act respecting certain property in the Town of Peterborough, and to amend an Act respecting the Toronto and Ottawa Ry. Co.		
Ontario Statute	68	1880
Ontario Statute	76	1881
Ontario Statute	67	1882
Act to consolidate the above and other railways under the name of " The Midland Railway of Canada."		
See Grand Trunk.		
TORONTO, OTTAWA AND FRENCH RIVER RAILWAY COMPANY:		
Ontario Statutes	108	1905
Act to incorporate.		
TORONTO, SIMCOE AND MUSKOKA JUNCTION RAILWAY COMPANY:		
Ontario Statute	30	1869
Act to incorporate		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year.
Ontario Statute	53	1870-71
Act to amend the Act to incorporate. See Ontario Statute, 1871-72, cap. 43.		
Act to amalgamate the Toronto, Simcoe and Muskoka Junction Ry. Co. and the North Grey Ry. Co. as the "Northern Extension Ry. Co."		
TORONTO STREET RAILWAY COMPANY:		
(Now Toronto Railway Company.)		
Statute of Canada	83	1861
Act to incorporate.		
Ontario Statute	81	1868-69
Act for the Relief of the T. St. Ry. Co., and to provide for the sale of their Ry. and for other purposes.		
Ontario Statute	101	1873
Act to remove certain doubts as to the powers of the proprietors of the T. St. Ry., and to incorporate them and others under the name of "The Toronto St. Ry. Co.." and for other purposes.		
Ontario Statute	63	1875-76
Act respecting the City of Toronto, the T. St. Ry. Co., and other matters.		
Ontario Statute	85	1877
Ontario Statute	77	1884
Act to authorize the T. St. Ry. Co. to issue mortgage debentures and for other purposes.		
Ontario Statute	80	1886
Act to amend the Acts relating to.		
Ontario Statute	73	1889
Power to borrow for purchase of Toronto St. Ry.		
Ontario Statute	127	1890
Ontario Statute	105	1890
Act respecting the City of Toronto and the Toronto St. Ry. Corporation may borrow sums necessary to purchase and operate Street Railway.		
TORONTO SUBURBAN STREET RAILWAY COMPANY:		
Ontario Statute	94	1894
Act to incorporate.		
Ontario Statute	103	1900
Section "1."		
Ontario Statute	124	1900
Ontario Statute	91	1901
Ontario Statute	94	1904
See Metropolitan St. Ry. Co. and Toronto & York Radial Ry. Co., also Toronto & Mimico Electric Ry., also Toronto & Scarboro El. Ry.		
TORONTO TERMINALS RAILWAY COMPANY:		
Dominion Statute	170	1906
Act to incorporate.		
TORONTO AND YORK RADIAL RAILWAY COMPANY:		
Ontario Statute	96	1891
Act respecting.		
Ontario Statute	98	1892
Ontario Statute	65	1898
Act to amend the Act to incorporate.		
Ontario Statute	66	1898
Act to incorporate.		
Ontario Statute	118	1903
Ontario Statute	124	1906
Act respecting.		
See Metropolitan Street Ry. Co., also Toronto & Mimico Electric Ry. Co., also Toronto and Scarboro Electric Ry. Co.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Year
TRANS-CANADIAN RAILWAY COMPANY:		
Dominion Statute	68	189
Act to incorporate.		
Dominion Statute	65	189
Act respecting, and to change name to the "Trans-Canada Railway Company."		
Dominion Statute	108	190
Dominion Statute	136	190
TRENT VALLEY RAILWAY COMPANY:		
Ontario Statute	76	187
Act to incorporate.		
Ontario Statute	58	1874
Act to amend Act incorporating, (38 Vic.)		
Ontario Statute	69	1880
Ontario Statute	77	1881

U.

UNION RAILWAY COMPANY:		
Dominion Statute	63	1889
Act to incorporate, p. 45		
Declared to be a work for the general advantage of Canada.		

V.

VICTORIA RAILWAY COMPANY:		
(Formerly Fenelon Falls Ry. Co.)		
Also see Midland Ry. Co., 1873, cap. 97, Ont.		
Ontario Statute .....(37 Vic.)	63	1874
Act to amend the Acts relating to.		
Ontario Statute .....(38 Vic.)	61	1874
Ontario Statute .....(39 Vic.)	22	1875-76
Ss. 1 of sec. 2.		
Ontario Statute	14	1877
Ss. 1 of sec. 1.		
Ontario Statute	58	1878
Ontario Statute	70	1880
Ontario Statute	67	1882
Act to consolidate the above and other Rys. under the name of "The Midland Railway of Canada."		
Ontario Statute	71	1889
See Grand Trunk.		
VICTORIA EXTENSION RAILWAY COMPANY:		
Ontario Statute	71	1880
Act to incorporate.		
VICTORIA MINES RAILWAY COMPANY:		
Ontario Statute	125	1900
Act to incorporate.		
VICTORIA AND SAULT STE. MARIE JUNCTION RAILWAY COMPANY:		
Dominion Statute	80	1886
Act to incorporate, p. 68.		
Dominion Statute	53	1890
An Act to amend the Act to incorporate, p. 35.		
VAUDREUIL RAILWAY COMPANY:		
Dominion Statute .....(16 Vic.)	134	
An Act of Incorporation.		
Dominion Statute	46	1871
Act concerning, and to change name to the "Ottawa, Vaudreuil and Montreal Ry. Co."		
VAUDREUIL AND PRESCOTT RAILWAY COMPANY:		
Dominion Statute	84	1884
Act to incorporate, p. 163.		
Dominion Statute	38	1890
Act to change the name of the Company to "The Montreal and Ottawa Railway Company," p. 43.		
See Montreal and Ottawa Ry. Co., 1891, cap. 96.		

Index to Railway Legislation.—*Continued.*

	Cap.	Year.
AUDREUIL AND OTTAWA RAILWAY COMPANY:		
Ontario Statute	41	1892
Sec. 2.		
Ontario Statute	34	1893
Ss. 4 and 5 of sec. 1.		
Ontario Statute	48	1896
Sec. 6.		
Ontario Statute	40	1897
Ss. 2 of sec. 1.		
W.		
ABIGOON, MANITOU AND RAINY LAKE RAILWAY COMPANY:		
Ontario Statute	126	1900
Act to incorporate.		
ALKERTON AND LUCKNOW RAILWAY COMPANY:		
Dominion Statute	138	1904
Act to incorporate, p. 283.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	175	1905
Act respecting, p. 529.		
ATERLOO JUNCTION RAILWAY COMPANY:		
Ontario Statute	84	1889
Act to incorporate.		
See Grand Trunk.		
ATERLOO AND MAGOG RAILWAY COMPANY:		
Dominion Statute	68	1887
Act respecting, p. 47.		
Declared to be a work for the general advantage of Canada.		
Owned by Canadian Pacific Ry.		
ATERLOO, WELLINGTON AND GEORGIAN BAY RAILWAY COMPANY:		
Ontario Statute	68	1879
Act to incorporate.		
Ontario Statute	57	1883
ELLAND RAILWAY COMPANY:		
Dominion Statute	60	1879
Act to authorize the W. Ry. Co. to convert their six per cent. mortgage bonds into five per cent. debenture stock, and for other purposes, p. 26.		
Dominion Statute	53	1884
Act to authorize the transfer of the W. Ry. Co. to the Grand Trunk Ry. Co. of Canada, and for other purposes, p. 21.		
See Grand Trunk.		
ELLINGTON, GREY AND BRUCE RAILWAY COMPANY:		
Dominion Statute	93	1864
Act to incorporate.		
Ontario Statute	13	1868
Act to amend Act incorporating.		
Ontario Statute	37	1870-71
Act to amend Act incorporating and to extend the time for completing same.		
Ontario Statute	82	1873
Ontario Statute	83	1873
Ontario Statute	59	1874
Act to amend Acts respecting.		
Ontario Statute ..... e	31	1878
Ontario Statute	69	1892
See Great Western Division & Grand Trunk Ry.		
WESTERN CENTRAL RAILWAY COMPANY:		
Ontario Statute	109	1905
Act to incorporate.		
Ontario Statute	125	1906
Act to amend Act incorporating.		
Ontario Statute	137	1908
WESTERN COUNTIES RAILWAY COMPANY:		
Ontario Statute	69	1882
Act to incorporate.		

INDEX TO RAILWAY LEGISLATION.—*Continued.*

	Cap.	Yea
WEST ONTARIO PACIFIC RAILWAY COMPANY:		
(See Canadian Pacific Railway).		
Dominion Statute	87	18
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
Dominion Statute	70	18
Dominion Statute	62	18
Dominion Statute	53	18
Ontario Statute	74	18
Act respecting the City of London and certain other railways.		
Dominion Statute	178	19
Dominion Statute	169	19
WESTON AND DUFFIN'S CREEK RAILWAY COMPANY:		
Ontario Statute	78	18
Act to incorporate.		
Ontario Statute	70	18
WESTON, HIGH PARK AND TORONTO STREET RAILWAY COMPANY:		
Ontario Statute	97	18
Incorporated under "The Ontario Joint Stock Companies Letters Patent Act, 21st April. 1892."		
Name changed to "The City and Suburban Electric Ry. Co., Limited."		
Toronto Suburban Street Ry. Co. may acquire property, etc.		
See section 2, cap. 94, 1894.		
See Toronto & York Radial Ry. Co.		
WHITBY AND BOBCAYGEON EXTENSION RAILWAY COMPANY:		
Ontario Statute	60	187
Act to incorporate.		
Ontario Statute	69	187
Power to sell to the Whitby, Port Perry and Lindsay Ry. Co.		
WHITBY AND PORT PERRY EXTENSION RAILWAY COMPANY:		
Ontario Statute	59	187
The Whitby and Port Perry Ry. Co., name changed to the "Whitby and Port Perry Extension Ry. Co."		
Ontario Statute	82	187
Name Changed to the "Whitby, Port Perry and Lindsay Ry. Co."		
Ontario Statute	14	187
Ss. 2 of sec. 1.		
See Grand Trunk.		
WHITBY, PORT PERRY AND LINDSAY RAILWAY COMPANY:		
Ontario Statute	82	187
Ontario Statute	59	187
Ontario Statute	70	187
Ontario Statute	79	188
Ontario Statute	67	188
Act to consolidate the Toronto and Nipissing Ry. Co., the Whitby, Port Perry and Lindsay Ry. Co., the Victoria Ry. Co., the Toronto & Ottawa Ry. Co., the Grand Junction Ry. Co., and the Midland Railway of Canada.		
See Grand Trunk.		
WINDSOR, AMHERSTBURG AND LAKE ERIE RAILWAY COMPANY:		
Ontario Statute	115	189
Act to incorporate.		
WINDSOR, CHATHAM AND LONDON RAILWAY COMPANY:		
Dominion Statute	183	190
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
WINDSOR AND ESSEX AND LAKE SHORE RAPID RAILWAY COMPANY:		
Ontario Statute	71	1879
Act to incorporate.		
Ontario Statute	72	1880
Act to amend the Act incorporating.		

INDEX TO RAILWAY LEGISLATION.—*Concluded.*

	Cap.	Year.
WINDSOR, ESSEX AND LAKE SHORE RAPID RAILWAY COMPANY:		
Ontario Statute	92	1901
Act to incorporate.		
Ontario Statute	97	1902
Ontario Statute	95	1904
Ontario Statute	110	1905
Dominion Statute	184	1906
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
WINDSOR AND TECUMSEH ELECTRIC RAILWAY COMPANY:		
(Operated by Sandwich, Windsor and Amherstburg Electric Ry. Co.)		
Ontario Statute	96	1904
Act to incorporate.		
Power other than steam.		
Ontario Statute	111	1905
See Ontario Traction Co. agreement with.		
Ontario Statute	112	1907
Act respecting the W. & T. El. Ry. Co. and the Sandwich, Windsor & Amherstburg Ry. Co.		
WOODSTOCK, THAMES VALLEY AND INGERSOLL ELECTRIC RAILWAY COMPANY:		
Ontario Statute	127	1905
Act to incorporate.		
Ontario Statute	98	1902
Act to amend the Act incorporating.		
See the Grand Valley Ry. Co., the Brantford S. Ry. Co., also the Port Dover, Brantford, Berlin and Goderich Ry. Co.		
WORTHINGTON AND ONAPING RAILWAY COMPANY:		
Ontario Statute	106	1899
Act to incorporate.		
Y.		
YORKVILLE LOOP LINE RAILWAY COMPANY:		
Ontario Statute	77	1873
Act to incorporate.		
Ontario Statute	85	1875-76
Act to amend the Act to incorporate.		
Ontario Statute	72	1879
Ontario Statute	80	1881
Act to amend Acts respecting		
Ontario Statute	78	1884
Ontario Statute	85	1889

THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

Rules of Practice and Procedure; Regulations and Specifications; and Forms.

The Ontario Railway and Municipal Board under and by virtue of the Ontario Railway and Municipal Board Act, 1906, makes the following rules for regulating its practice and procedure:

Interpretation.

1. The Board shall mean the Ontario Railway and Municipal Board.

2. Application shall include complaint and any other proceeding, matter or thing which the Board can hear and determine.

3. Applicant shall include complainant and any person or persons or corporation applying to the Board to hear and determine any matter or thing.

4. Respondent shall include any person or persons or corporation adverse in interest to an applicant to the Board.

5. Where any matter is not expressly provided for by these rules, the rules and practice under The Judicature Act shall be followed as far as the same are applicable in the discretion of the Board.

6. The provisions of the Interpretation Act and the interpretation clauses of the Judicature Act and of the Ontario Railway Act, 1906, shall apply to these rules unless there is something in the subject or context repugnant thereto.

Application.

7. Unless where otherwise provided by Statute, applications to the Board shall be by a notice in writing, divided into paragraphs and numbered consecutively, setting forth clearly and concisely, in ordinary language, the nature of the application, and the relief or remedy sought; and may be in the form set forth in the schedule hereto or to like effect.

8. Where a notice is given by a solicitor, it shall contain the solicitor's name and his address or place of business, where the reply, notices, orders appointments and other documents or writings may be served.

9. Where proceedings are instituted in person, the notice shall contain the address or place of residence of the person giving the notice where the reply, notices, orders, appointments and other documents or writings may be served. If the requirements of this rule are not complied with, the opposite party shall be at liberty to proceed by posting up in the offices of the Board in the City of Toronto, all notices, orders, appointments and other documents or writings required to be served.

10. The notice commencing proceedings before the Board shall be mailed to or filed with the Secretary of the Board at the offices of the Board in the City of Toronto, and shall be served upon the respondent in the manner provided by the Act, unless service thereof is accepted in writing by a solicitor on behalf of the respondent.

Reply.

11. When a reply is directed to be filed and served the same shall set forth clearly and concisely in ordinary language, divided into paragraphs and numbered consecutively, the respondent's answer to the application

admitting such parts thereof as are not in dispute. It shall contain the respondent's address or place of residence if filed in person, and that of his solicitor if filed by a solicitor; and such reply may be in the form set forth in the schedule hereto or to like effect.

12. The reply shall be delivered to the Secretary of the Board or mailed to him by letter prepaid, and a copy thereof shall be served upon the applicant in the manner provided by the Act at his address given in the notice of application to the Board or upon the solicitor of the applicant at his address set forth in the notice if given by a solicitor.

Hearing.

13. Ten days after the service on the respondent of the notice of application either party shall be at liberty to apply to the Board on notice of motion in writing for an order fixing the time, place and manner of hearing the application; and if deemed necessary by the Board directing a reply to be filed and served by the respondent, and if the opposite party is not present or represented on such motion a copy of the order made on such application, shall be served upon the said party or his solicitor ten days before such hearing.

Applications on Affidavits.

14. The Board may direct that applications shall be heard upon affidavits to be filed with the secretary and upon such documentary evidence as the parties may adduce.

Record for the Hearing.

15. The party commencing proceedings before the Board shall, at least two clear days before the hearing, deposit with the Secretary of the Board three copies of the notice of application and reply (if any), and the secretary shall compare such copies with the original notice and reply (if any), on file in his office, and certify said three copies for use of the Board.

Service of Copies of Affidavits.

16. Where the application is to be made on affidavits, copies of the affidavits upon which the application is to be heard, shall be served with a copy of the order of hearing, and the affidavits in defence shall be filed with the secretary and served on the oppositioi party within eight days thereafter, and any affidavits in reply shall be filed and served by the applicant upon the respondent within four days after the service of the affidavits in defence. Affidavits used before the Board or in any proceeding under the Act, may be sworn to before any person authorized to administer oaths to be used in the High Court of Justice or before a Justice of the Peace.

Orders for Production, Inspection, Discovery, and Taking Evidence by Commission.

17. Ten days after the service of the notice of application on the respondent orders for production of documents, for inspection, for examinations for discovery, for the examination of witnesses who cannot attend the hearing by reason of sickness or other unavoidable cause, and for the examination of witnesses resident out of Ontario, may be made by the Board, or a member thereof, as the nature of the application may require, and upon such terms as to costs or otherwise as may be just.

Notice to Produce.

18. Either party may give the other notice in writing to produce any documents which relate to any matter in question between the parties which are in the custody, power or possession of said other party, and if such notice be not complied with, secondary evidence of such documents may be given.

Notice to Admit.

19. A party may be called upon by any other party, by notice in writing to admit any document which requires to be proved, saving all just exceptions; and in default of notice to admit, the costs of proving the document shall not be allowed except where, in the opinion of the Board, the omission to give notice was a saving of expense.

The Right to Begin.

20. At the hearing of any application, the party commencing the proceedings shall begin, and after the evidence in defence is given, shall have the right to reply.

Time for Notice of Motion.

21. There shall be at least two clear days between the service of a notice of motion and the day for hearing, unless the Board or a member thereof gives leave to serve short notice, and in the computation of such two clear days, Sundays and days on which the offices are closed shall not be reckoned.

No notice of motion shall be served unless an appointment has been first obtained from the Board or a member thereof for hearing the motion.

Enlarging or Abridging Time.

22. The Board may enlarge or abridge the time appointed by these rules for doing anything or taking any proceeding, upon such terms as may be just.

Vacations.

23. No trial or hearing shall take place or motion be heard during the long vacation or the Christmas vacation observed by the High Court of Justice, unless otherwise directed by the Board in case of urgency, and such vacations shall not be reckoned in the computation of the times allowed by these rules for filing or delivering a notice of application or reply.

Costs.

24. The costs of and incidental to any proceeding before the Board, shall be in the discretion of the Board, and may be fixed at a sum certain or may be taxed by the secretary, on the High Court, County Court or Division Court scale as the Board may direct.

Computation of Time.

25. In all cases which any particular number of days, not expressed to be clear days, is prescribed by these rules, the same shall be reckoned exclusively of the first day and inclusively of the last day, unless the last day shall happen to fall on a holiday, in which case the time shall be reckoned exclusively of that day also.

Amendments.

26. Amendments which, in the opinion of the Board, may be necessary for determining the real question at issue between the parties may be allowed at any time; and upon such terms as the Board in its discretion may deem just.

Technical Objections.

27. No proceeding before the Board shall be defeated or affected by any technical objection or by any objection based upon defects in form.

Adjournment.

28 The Board may from time to time adjourn any proceeding before it.

Formal Order of Judgment.

29. Unless otherwise ordered by the Board, the applicant or his solicitor shall prepare the formal order made by the Board and submit it to the respondent or his solicitor for approval, and in the event of the parties failing to agree on the form of the order, the same shall be settled by the secretary of the Board, and when settled, shall be engrossed in duplicate and left with the secretary to be signed and sealed and entered by him in the book kept for that purpose.

Regulations.

30. The regulations of the first schedule hereto shall have the same force and effect as these rules and to the same extent as if they had been incorporated in and formed part hereof.

Forms.

31. The forms in the second schedule hereto or forms to like effect may be used with such variations as circumstances or the nature of the application may require, and where no form is given in the said schedule, the forms used in connection with the Rules of Practice under the Judicature Act may be adopted.

Office of the Board, Toronto, 11th July, A.D. 1906.

(Sgd.) James Leitch,
Chairman.

(Sgd.) A. B. Ingram,
Vice-Chairman.

(Sgd.) H. N. Kittson.

(Sgd.) H .C. Small,
Secretary.

FIRST SCHEDULE.—REGULATIONS.

Requirements on Application having Reference to Plans and Surveys.—Section 59, Ontario Railway Act, 1906.

No. 1.—Send to the secretary of the Board three copies of map or plan of the survey and levels made and taken of the lands through which the railway passes, showing its course and direction and the lands passed over and taken for the railway; also three copies of a book of reference which shall set forth:

(*a*) A general description of said lands.

(*b*) The names of the owners and occupiers thereof as far as can be ascertained.

(*c*) Everything necessary for the right understanding of such map or plan.

Scale of map—not more than 6 miles to the inch.

The three sets of plans prepared are to be prepared in accordance with the "general notes" hereunder, as follows:

1st set: 1 plan, 1 profile, 1 book of reference. To be examined, sanctioned, and deposited with the Board.

2nd set: Same as 1st. To be examined, certified and returned for registration.

3rd set: Same as 1st. To be certified and returned to company.

Scale, plans: 400 feet to the inch.

Profiles: Horizontal, 400 feet; vertical, 20 feet.

No. 2.—To Alter Location of Line Previously Sanctioned or Completed.—Section 59, ss. 8, Ontario Railway Act, 1906.

Send to the Secretary of the Board three sets of plans, profiles and books of reference as required in No. 1.

(N.B.—The plans and profiles so submitted will be required to show the original location, grades and curves, and the changes desired or necessitated.)

Scale: Same as No. 1.

No. 3.—Plans of Completed Railway.—Section 59, ss. 15, Ontario Railway Act, 1906.

Send to the Secretary of the Board within six months after completion three sets of plans and profiles of the completed road.

1st set: To be filed with the Board.

2nd set: To be certified and returned to the company.

3rd set: For registration purposes.

Scale: Same as No. 1.

No. 4.—To take Additional Lands for more Space, Snow Protection, etc.—Section 74, Ontario Railway Act, 1906.

Send to the secretary of the Board three sets of plans and documents as follows:

1st set: 1 application certified and signed by the officers mentioned in ss. 9 of section 59 of the Act; 1 plan, 1 profile, 1 book of reference. To be examined, certified and deposited with the Board.

2nd set: Same as first. For certificate and return for registration with duplicate authority.

3rd set: Same as first. For certificate and return to company with copy of authority.

Scale: Same as No. 1.

(N.B.—Ten days' notice of application must be given by the applicant company to the owner or possessor of the lands, and copies of such notice with affidavits of service thereof must be furnished to the Board upon such application).

No. 5.—Branch Lines.—Section 51, ss. 6, Ontario Railway Act, 1906.

The same procedure, plans, profiles and books of reference as in No. 1.

Scale: Same as No. 1.

No. 6.—Railway Crossings and Junctions.—Section 98, Ontario Railway Act, 1906.

Send to the secretary of the Board with an application, three sets of plans of both roads at the point of crossing.

Scale-Plan: 100 feet to the inch.

Also three sets of plans and profiles of both roads on either side of the proposed crossing for a distance of two miles.

Scale-Plan: 400 feet to the inch.

Profile: Horizontal, 400 feet; vertical, 20 feet.

1st set: for approval by and filing with the Board.

2nd and 3rd sets: To be certified and furnished to the respective companies concerned, with certified copy of order.

(N.B.—The applicant company must give ten days' notice of application to the company whose lines are to be crossed or joined, and shall serve with such notice a copy of all plans and profiles and a copy of the application. Upon completion of the work application must be made to the Board for leave to operate the railway.)

No. 7.—Highway Crossings.—Section 92, Ontario Railway Act, 1906.

Send to the secretary of the Board, with an application, three sets of plans and profiles of the crossings.

Scale-Plan: 100 feet to the inch.

Profile: Horizontal 100 feet; vertical 20 feet.

1st set: For approval by and filing with the Board.

2nd and 3rd sets: To be furnished to the respective parties concerned, with a certified copy of the order of the Board approving the same.

The plan and profile shall show at least half a mile of the railway and 200 feet of the highway on each side of the crossing.

(N.B.—The applicant must give ten days' notice of application to the opposite party, and with such notice shall serve a copy of the plan and profile and of the application.)

No. 8.—Bridges, Tunnels, Viaducts, Trestles, Etc., Over 18 ft. Span.—Section 89, Ontario Railway Act, 1906.

Send to the secretary of the Board application and two sets of detailed plans, profiles, drawings and specifications.

1st set: For filing with the Board.

2nd set: To be certified and returned to the company, with certified copy of the order of the Board.

Bridges, tunnels, viaducts and trestles, over 18 feet span, may be built in accordance with standard specifications and plans, submitted by the company and approved by the Board.

No. 9.—Requirements on Application to Carry Lines or Wires for the Conveyance of Electricity for Light, Heat or Power, Across a Railway.—Ss. 4, section 56, Ontario Railway Act, 1906.

Send to the secretary of the Board, with application, three copies of a plan and profile of the part of the railway proposed to be affected, showing the proposed location of such lines and wires and the works contemplated in connection therewith.

1st set: 1 plan, 1 profile. To be examined, sanctioned and deposited with the Board.

2nd set: Same as first. To be examined, certified and returned to applicant.

3rd set: Same as first. To be certified and given to the company.

Scale-Plans: 400 feet to the inch.

Profiles. Horizontal 400 feet; vertical 20 feet.

Detailed plans, profiles, drawings and specifications may be blue, white or photographic prints.

General Notes.

Plan (for Nos. 1 to 5) must show the right of way with lengths of sections in miles, the names of the terminal points, the station grounds, the property lines, the owners' names, the areas, and length and width of lands proposed to be taken, in figures (every change of width being given), the curves and the bearings, also all open drains, water courses, highways, and railways proposed to be crossed or affected.

Profiles shall show the grades, curves, highway and railway crossings, open drains and water courses, and may be endorsed on the plan itself.

Books of reference shall describe the portion of land proposed to be taken in each lot to be traversed, giving numbers of the lots, and the area, length and width of the portion thereof proposed to be taken, and names of owners and occupiers so far as they can be ascertained.

All plans, profiles and books of reference must be dated, and must be certified and signed by the President or Vice-President or General Manager, and also by the engineer of the company.

The plan and profile to be retained by the Board must be on linen, the copies to be returned may be either white, blue, or photographic prints.

All profiles shall be based, where possible, upon sea level datum.

All books of reference must be made on good thick paper, and in the form of a book with a suitable paper cover. The size of such books, when closed, shall be as nearly as possible 7½ inches by 7 inches.

Books of reference may be endorsed on the plan.

Form of Book of Reference required.

.....Railway Company.

..... Division ..... *Branch.*

Book of reference to accompany location plan, showing lands required for railway purposes.

Interlocking System.

Regulations Governing Signals and Speed where Trains cross another Railway at Rail Level without stopping under Order of the Board.—Subsect. 3, 124, Ontario Railway Act, 1906.

When the signal on distant semaphore post indicates caution, a train passing it must be under full control, and come to a full stop before reaching the home post.

When the signal on the home post indicates danger, it must not be passed.

Where the signals on the distant and home points indicate safety, the train can proceed.

When clear signals are shown, the speed of the passenger trains must be reduced to twenty miles, and freight trains to ten miles per hour until the entire train has passed the crossing.

Regulations as to Requirements where the Board have ordered a Company to adopt and put in use an Interlocking Derailing and Signal System at Rail Level Crossings and Junctions.—Ss. 6, section 98, Ontario Railway Act, 1906.

The plan and construction of an interlocking, signalling and derailing system to be used at rail level crossings and junctions of one railway by another must be arranged to conform to the following general rules:

1. The normal position of all signals must indicate danger, derail points open and the interlocking so arranged that it will be impossible for the operator to give conflicting signals.

2. The derail points must be placed not less than 500 feet from point of intersection of the crossing of junction tracks, unless in special cases in which the Board authorizes in writing a less distance.

3. On side tracks the position of derail points may be located so as to best accommodate the traffic, and provide the same measure of safety indicated in foregoing rules.

4. On single track railways derail points, when practicable, should be on inside of curve, and on double track railways the derail points should be in outside rail of both tracks.

5. On double track railways back-up derails will be necessary.

6. Home signal posts must be 50 feet beyond point of derail, and the distance between home and distant signals must be not less than 1,200 feet. Signal post should be placed on engineman's side of track it governs.

7. Guard rails should be laid outside of rail in which the derail is placed, and commence at least 6 feet toward home signal from point of derail, extending from thence toward crossing parallel with and 9 inches distant from track rail, for 400 feet.

8. In case there are crossovers, turnouts, or other connecting tracks involved in the general system, the movement of cars and trains upon which present an element of danger, which danger will be enhtnced by the passage of trains on main tracks over crossings without stopping, and consequently at higher speed than would be the case without the permit sought then, and in all cases, whether such enhanced danger be of collision between cars and trains of the same railway, or between cars or trains of different railways, it will be necessary, in addition to the protection of the main crossing, to provide by proper appliances, against any such increased collateral dangers in the same complete manner as is required in the case of the main crossing.

9. The arms and back lights of all signals should be visible to the signalman in the tower. If from any cause the arm or light cannot be placed so as to be seen by the signal-man, a repeater or indicator should be provided in the tower.

10. Application for inspection of interlocking plant must be made to the Board accompanied by a plain diagram, showing location of crossing and position of all main tracks, sidings, switches, turnouts, etc.

The several tracks must be indicated by letters or figures, and reference made to each, explaining the manner of its use. The rate of grade on each main track must be shown, together with numbers of signals, derails, locks etc., corresponding to levers in tower.

It is intended herein to state general rules, which will govern the construction of any proposed system of interlocking, after its adoption has been ordered by the Board. The traffic to be done, relative position and operation of intersecting lines, may require safeguards not mentioned herein.

The system of derailing, signalling, and interlocking must be connected and worked, and be complete in each particular before the Board will grant an order authorizing the operation of such interlocking, derailing, and signal system, or the crossing by the railway ordered to put on the system.

General Requirements for Interlocking at Drawbridge.— Ss. 2, section 122 Ontario Railway Act, 1906.

Interlocking, signalling, and derailing system to be used at drawbridges must be arranged to conform to the following general rules:

1. The normal position of all signals must indicate danger, derail points open, and the interlocking so arranged that it will be impossible for the operator to open the draw until the signals and derails are set against the approaching train movement.

2. Where the grade is practically level the derailing points shall be located not less than 500 feet from the ends of the bridge, but in case of a descending grade towards the bridge, the derailing point must be located at such distance from the bridge as to give the same measure of protection that is required for a level approach.

3. On single track railways, derail points when practicable, should be on the inside of the curve, and on double track railways, the derail points should be in outside rails of both tracks.

4. On double track railways back-up derails will be necessary.

5. Home signal posts must, when practicable, be located on the engineman's side of the track they govern, and should be not less than fifty (50) feet nor more than two hundred (200) feet in advance of the point they govern; the distant signals should be located not less than twelve hundred (1,200

feet in advance of the home signal, with which it is operated, and on the same side of the track. The distance signals should be distinguished by a notch cut in the end of the semaphore arm.

6. The arms and back-lights of all signals should be visible to the signal-man in the tower. If from any cause, the arm or light of any signal cannot be placed so as to be seen by the signal-man, a repeater or indicator should be provided in the tower.

7. Guard rails should be laid on the outside rail in which the derail is placed, and, commencing at least 6 feet in advance of derail, should extend thence toward the end of the bridge, parallel with and 9 inches from track rail, for not less than 400 feet.

8. Application for inspection must be made same as for railway crossings.

Regulations and Specifications for Telephone or Telegraph Wires Crossing Railway Tracks.— Ss. 5, section 56, Ontario Railway Act, 1906.

1. Telephone and Telegraph Companies shall, at all time, at their own expense, maintain in good order and condition, and at the height called for by the specifications hereinafter set forth, the lines, wires and cables crossing the said railway so that at no time shall any damage be caused to the company owning, operating or using the said railway or to any person lawfully upon or using the same, and shall use all proper and necessary means to prevent any such wires and cables from sagging below said height.

2. Telephone and Telegraph Companies shall, at all time, wholly indemnify the company owning, operating or using the said railway of, from and against all loss, costs, damage and expense to which the said railway company may be put by reason of any damage or injury to persons or property caused by any of the said wires or cables, or any works or appliances herein provided for, not being erected in all respects in compliance with the terms and provisions of these regulations and specifications for the crossing, or if, when so erected, not being at all times maintained and kept in good order and condition, and in accordance with the terms and provisions hereof or any order or orders of the Board in relation thereto, as well as any damage or injury resulting from the imprudence, neglect or want of skill of any of the employees or agents of a Telephone or Telegraph Company.

3. No work shall at any time be done under these regulations and specifications in such a manner as to obstruct, delay or in any way interfere with the operation or safety of the trains or traffic on the said railway, nor until at least 48 hours' notice in writing has been sent by mail in a registered letter postage prepaid to the Railway Company at its head office and to the Board at its office in the City of Toronto.

4. Where, in effecting any such crossing, Telephone or Telegraph Company desires to erect poles between the tracks of the railway, before any work in connection with such crossing is begun, the Telephone or Telegraph Company shall give to the Railway Company owning, operating, or using the said railway, at least forty-eight hours' prior notice thereof in writing, and the said Railway Company shall be entitled to appoint an inspector under whose supervision such work shall be done, and whose wages, at a rate not to exceed $3.00 per day shall be paid by the Telephone or Telegraph Company.

5. Where wires or cables to be carried across the railway are to be carried above existing telegraph or telephone wires and across a trolley wire or other high voltage wires, either within the spans to be constructed across the

railway or within the spans next thereto on either side, such additional precautions shall be taken by the Telegraph or Telephone Company by the placing of guard wires or other protective devices as the Board shall consider necessary.

6. Nothing in this regulation shall prejudice or detract from the right of the Company owning, operating or using the railway to adopt at any time the use of electric or other motive power, and to place and maintain upon or under its right of way such poles, lines, wires, cables, pipes, conduits and other fixtures and appliances as may be necessary or proper for such purposes. Liability for the cost of any removal, change in location, or construction of the poles, lines, wires, cables, or other fixtures or appliances erected by a Telephone or Telegraph Company under the authority of the Ontario Railway Act, 1906, or of any order of the Board over the tracks of the said Railway Company rendered necessary by any of the matters referred to in this paragraph, shall be fixed by the Board on the application of any party interested.

7. Any dispute arising between a Telephone or Telegraph Company and the said railway as to the manner in which the said wires and cables are being erected, maintained, used or repaired shall be referred to the Board, whose decision shall be final.

8. The wires and cables of a Telephone or Telegraph Company shall be erected and maintained across the said railway in accordance with these regulations and the specifications following.

Specifications.

Location of poles.—Poles to be located, wherever possible, at a distance from the rail not less than equal to the length of the poles used.

Poles must not under any circumstances if the railway is operated by steam be placed less than 12 feet from either rail of a main line, and if operated by electricity, must not be placed less than 6 feet from either rail of a main line or less than 6 feet from either rail of a siding. At loading sidings sufficient space to be left for a driveway.

Setting of poles.—Poles of 25 feet to 34 feet in length to be set not less than 5 feet, 35 feet, 5½ feet, 36 feet to 50 feet, not less than 6 feet, and over 50 feet, 7 feet in solid ground. Poles with side strains to be reinforced. Poles to be at least six inches in diameter at top. In soft ground poles must be set so as to obtain the same amount of rigidity as would be obtained by the above specifications for setting poles in solid ground.

Length of Span.—Span must be as short as possible consistent with the rules of locating and setting of poles.

Fitting of poles.—The pole at each side of a railway must be fitted with cross arms of dimensions not less than 3 x 4 inches, equipped with 1½ inch hardwood pins nailed in arm; arm to be properly fastened to the pole in a gain by not less than two lag screws ½ x 7 inches or by a ⅝ inch machine bolt through the pole; arms carrying more than two wires or carrying a cable must be braced by two iron braces fastened to the arm by ⅜ inch carriage bolts, and to the pole by a lag screw 5 x ⅜ inches.

Height of wires.—The lowest wire must not be less than 25 feet from top of rail, and 4 feet above or under feed wires, and 8 feet above trolley wires, for spans up to 145 feet, 2½ feet additional clearance must be given for every 20 feet additional length of span. Wires crossing over or under other telegraph or telephone wires erected along the railway right of way must clear either 3 over or 3 feet under.

Wires.—Where open lines are strung across steam railway tracks, the stretch must consist of copper wire, to be of not less than No. 13 New British Standard Guage, .091 inches diameter. Wire to be tied to the insulator on each of the double cross arms by a soft copper wire, of same dimensions as line wire, not less than 20 inches in length.

Where open lines are strung across electric railway tracks the stretch may consist of galvanized iron wire not less than No. 14 standard guage, iron wire to be tied to the insulator on cross arms by a tie wire of same dimensions as line wire, with not less than 3 half turns made with pliers on each side of insulator.

Copper wire to be ended on transposition insulator at the poles on each side of Electric Railway.

Where a number of rubber covered wires are strung across railway tracks they may be made up into a cable by being twisted on each other or sewn with Marline, which must be tied every 3 feet and the whole securely fastened to the poles by Marline. Guy wires crossing railway tracks must consist of either 7 stranded No. 16 or No. 13 galvanized steel wire.

Guards.—An iron hook guard to be placed on the end of each cross arm, or a copper wire loop guard over each wire and fastened by staples to the cross arm.

Cable.—Where cables are strung across tracks they must be carried on a suspension wire of not less than 7 strands of No. 13 galvanized steel wire, which when cross arms are used will be attached to a $\frac{3}{4}$ inch iron hook, or when fastened to poles, a malleable iron messenger hanger bolted through the poles, the cable to be attached to the suspension wire by cable clips not more than 20 inches apart.

Rubber insulated cables of less than $\frac{3}{4}$ inch diameter may be carried on a suspension wire of not less than 7 strands of No. 16 galvanized steel wire.

Regulations and specifications for under-crossings.—1. The line or lines, wire or wires, shall be carried across the railway in accordance with this Regulation by a pipe or pipes, conduit or conduits, and each shall, for the whole width of the right of way adjoining the highway, be laid at the depth called for by, and shall be constructed, maintained, renewed and repaired according to the specification hereinafter set forth.

2. All work in connection with the laying, maintaining, renewing or repairing of each pipe or conduit, and the continued supervision of the same shall be performed by, and all cost and expenses thereby incurred be borne and paid by, the telephone or telegraph company, but no work shall at any time be done in such manner as to obstruct, delay or in any way interfere with the operation or safety of the trains or traffic on the said railway.

3. The telephone or telegraph company shall, at all times, maintain each pipe and conduit in good condition and so that at no time shall any damage be caused to the property of the railway company, or any of its tracks be obstructed, or the usefulness or safety of the same for railway purposes be impaired, or the full use or enjoyment thereof by the said railway company be in any way interfered with.

4. Before any work of laying, renewing or repairing any pipe or conduit is begun the telephone or telegraph company shall give to the railway company at least forty-eight hours' prior notice thereof, in writing, accompanied by a plan of the part of the railway to be affected showing the proposed location of such pipe or conduit and works contemplated in connection therewith, and the said railway company shall be entitled to appoint an inspector to see that the telephone or telegraph company, in performing said

work, complies, in all respects, with the specification hereinafter set forth and whose wages, at a rate not exceeding $3.00 per day, shall be paid by the telephone or telegraph company.

5. The telephone company shall, at all times, wholly indemnify the company owning, operating or using the said railway of, from and against all loss, costs, damage and expense to which the said railway company may be put by reason of any damage or injury to persons or property caused by any pipe or conduit, or any works or appliances not being made and constructed in all respects in compliance with the specifications hereinafter, set forth, or if, when so constructed and laid, not being at all times maintained and kept in good order and condition and in accordance therewith, or any order, or orders of the Board in relation thereto, as well as any damage or injury resulting from the imprudence, neglect or want of skill of any of the employees or agents of the telephone or telegraph company.

6. Nothing in this regulation shall prejudice or detract from the right of any company owning, operating or using the said railway to adopt, at any time, the use of electric or other motive power and to place and maintain upon or under the said right of way such poles, wires, pipes and other fixtures and appliances as may be necessary or proper for such purpose.

Liability for the cost of any removal, change in location, or construction of the pipes, conduits, wires or cables constructed or laid by the telephone or telegraph company under authority of the Ontario Railway Act, 1906, or of an order of the board, rendered necessary by any of the matters referred to in this paragraph, shall be fixed by the Board on the application of any party interested.

7. Any dispute arising between the telephone or telegraph company and any company owning, using or operating said railway as to the manner in which any pipe or conduit, or any works or appliances hereinbefore provided for, are being laid, maintained, renewed or repaired, shall be referred to the board, whose decision shall be final.

Specification.

Duct.—Vitrified clay, cement pipe, creosoted wood, iron pipe, or fibre may be used.

Depth.—The excavation must be of sufficient depth to allow the top duct to be at least three feet in the case of a steam railway and 18 inches in the case of an electric railway below the bottom of the ties of the railway tracks.

Laying.—The duct to be laid on a base of three inches in the case of a steam railyay and in the case of an electric railway on two inches of concrete, mixed in proportion, one of Portland cement, three of sand, and five of broken stone or gravel.

Where stone is used such stone not to be of greater size than will permit of its passage through a one-inch ring.

After the ducts are laid, the whole to be encased to a thickness of three inches in the case of a steam railway, and two inches in the case of an electric railway on top and sides in concrete mixed in the same proportion as above.

Filling in.—The excavation must be well filled in slowly and well tramped on top and sides.

Guard.—The excavation must be at all times safely protected.

Accidents: Regulations Under and in Pursuance of Section 237 of "The Ontario Railway Act, 1906."

Accidents.—Every company upon the happening of an accident shall give to the Ontario Railway & Municipal Board notice thereof in writing by delivering the same at the office of the Board in the City of Toronto or by mailing it, postage prepaid, in a registered letter addressed to the Board.

Such notice shall contain a statement signed by a duly authorized officer of such company, setting forth the information and particulars hereinafter mentioned.

Such statement shall be divided into paragraphs each of which shall include and refer to one (or one group) only of the numbered particulars hereinafter mentioned, and the paragraph referring to each respective numbered particular shall bear the number corresponding to the number hereinafter given for each such particular.

The numbers of paragraphs and the particulars to which each shall refer as aforesaid, are as follows:—

1. Name or names of company or companies concerned in accident.
2. Numbers of train, engine, car or motor.
3. Date and time of accident.
4. Nature of accident.
5. Exact location.
6. Name in full, address and legal addition of each person injured or killed.
7. Age.
8. Married or single.
9. Passenger, employee or other.
10. If employee, length and nature of service with dates and periods of different occupations (if more than one).
11. If employee, character, experience, skill and fitness with respect to occupation at time of accident.
12. How engaged at time of accident, and how long on duty.
13. Cause of accident, how same occurred, with full particulars and details and diagram if required.
14. Persons in charge, with full names, addresses and the particulars referred to in paragraph 10, 11, and 12.
15. Result to person and particulars of injury.
16. Result to property, including amount of damage.
17. Names and addresses of all persons present at, or eye witnesses of, the accident.
18. What investigation (if any) and result of same.
19. Verdict (if any).

The Board reserves the right to require such further and other details, particulars, maps, plans, profiles, documents, models and information or illustration of any kind as the nature of the accident and a full understanding thereof may suggest or require.

In pursuance of subsection 2 of section 237 of said Act, the Board declares that all such information so given in pursuance of this regulation shall be privileged.

SECOND SCHEDULE.—FORMS.

Form No. 1.

THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

Between

Applicant,

AND

Respondent.

NOTICE OF APPLICATION.

1. The Applicant is (*here give a general description of the Applicant*).
2. The Respondent is (*here give a general description of the Respondent*).
3. (*Here follows the complaint or application*).
4. (*Here follows the nature of the relief or remedy sought*).
5. This application will be heard by the Board after ten days from the service hereof, at such time and place, and in such manner as the Board may order and direct.
6. This notice is given by of the of , in the County of , Solicitor for the Applicant (*or* this notice is given by of the the Applicant in person).

Signatures: Solicitor's or Applicant's.

Form No. 2.

Form of Application where there is no Opposite Party.

THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

In the Matter of the Application of of the of, in the County of for an order for .

The Applicant hereby applies to the Board for an order for (*here set forth the nature of the application and order asked for*).

This application is made by of the of , in the County of , Solicitor for the Applicant (*or* this application is made by the Applicant in person).

(*Signature of Solicitor or Applicant*).

Form No. 3.

REPLY.

(*Style of Cause as in Form No. 1.*)

1. The reply of the above named Respondent to the notice of application of the above named Applicant.
2. The Respondent admits paragraphs numbered one, two or three (*as the case may be*) of the notice.
3. The Respondent says that (*here set forth reply*).
4. The Respondent says that the Applicant is not entitled to the relief or remedy sought (*or* he is only entitled to the following relief or remedy, *as the case may be*).
5. This reply is made by of , Solicitor for the above named Respondent (*or* this reply is made by of , the Respondent in person).

Signature of Solicitor or Respondent, as the case may be.

Form No. 4.

FORM OF ORDER FOR PRODUCTION.

(*Style of Cause same as in Form No. 1.*)

Upon the application of the
It is ordered, that the do within ten days after the service of this order make discovery on oath of the documents which are or have been in possession or power relating to any matters in question in this application and do produce to and deposit the same with the Secretary of the Board at Toronto for the usual purposes.

Dated this day of , A.D. 19 .

Form No. 5.

FORM OF AFFIDAVIT AS TO PRODUCTION OF DOCUMENTS.

(*Style of Cause same as in Form No. 1.*)

(*The schedule to be divided into two parts when the deponent objects to the production of any of the documents*).

1. I, , the above named , make oath and say as follows:

(*The first part is to contain the documents in the deponent's possession to the production of which he does not object*).

1. I have in my possession or power the documents relating to the matters in question in this application set forth in the first and second parts of the First Schedule hereto.

(*The second part is to contain the documents, if any, in the deponent's possession to the production of which he does object*).

2. I object to produce the said documents set forth in the second part of the First Schedule hereto.

3. That (*here state upon what ground the objection is made, and verify the facts as far as may be*).

4. I have had, but have not now, in my possession or power the documents relating to the matters in question in this application set forth in the Second Schedule hereto.

5. The last mentioned documents were last in my possession or power on (*state when*).

6. That (*here state what has become of last mentioned documents and in whose possession they are now*).

(*If the party denies having any, he is to make an affidavit in form of the 7th paragraph, omitting the exception*).

7. According to the best of my knowledge, information and belief, I have not now and never had in my possession, custody or power, or in the possession, custody or power of any other person or persons on my behalf, any deed, account, book of account, voucher, receipt, letter, memorandum, paper or writing, or any copy of or extract from any such document, or any other document whatsoever, relating to the matters in question in this application, or any of them, or wherein any entry has been made relative to such matters or any of them, other than and except the documents set forth in the said First and Second Schedules hereto, and the pleadings and other proceedings in the application.

Sworn at
in the of
this day of
one thousand nine hundred and
Before me

A Commissioner, etc.

THE FIRST SCHEDULE HERETO.

The first part thereof:—Showing documents in my possession which I do not object to produce.

The second part:—Showing documents in my possession which I object to produce.

THE SECOND SCHEDULE HERETO.

Showing documents which I have had, but have not now, in my possession or power.

FORM No. 6.

FORM OF ORDER FOR EXAMINATION FOR DISCOVERY.

(*Style of Cause same as in Form No. 1.*)

Upon the application of the , it is ordered that the above named do attend before at such time and place as he shall by writing hereon endorsed appoint and submit to be examined *viva voce* upon oath touching his knowledge of the matters in question in the application. And the costs of this order and the costs of such examination are reserved.

Dated this day of , A.D. 19 .

Pursuant to the within order, do hereby appoint the day of A.D. 19 , at the hour of o'clock in the noon, at for the examination of the within named .

Dated this day of , A.D. 19 .

FORM No. 7.

FORM OF NOTICE TO PRODUCE.

(*Style of Cause same as in Form No. 1*).

Take notice that you are hereby required to produce and show to the Board at the hearing of this application all books, papers, letters, copies of letters and other writings and documents in your custody, possession or power containing any entry, memorandum or minute relating to the matters in question in this application and particularly those hereinafter specified.

Dated this day of , A.D. 19 .

To the above named

(*Solicitor or Agent*),

Solicitor for the above named.

Description of Documents.	Dates.

Form No. 8.

FORM OF NOTICE TO ADMIT.

(Style of Cause same as in Form No. 1).

Take notice, that the purpose to adduce in evidence the several documents hereinunder specified and that the same may be inspected by the itself, his Solicitor or Agent , at on day, the day of , between the hours of and in the noon, and the is hereby required, within four days from the l day to admit that such of the said documents as are specified to be originals were pectively written, signed or executed, as they purport respectively to have been; t such as are specified as copies are true copies; and that such document as are ted to have been served were served or delivered respectively; saving all just exceptas to the admissibility of all such documents as evidence on this application.

Dated this day of , A. D. 19 .

To the above named

Yours, etc.

(Solicitor or Agent),
His Solicitor or Agent.

Originals.

Description of Documents.	Dates.

Copies.

Description of Documents.	Dates.	Original or Duplicate served, sent or delivered, when, how and by whom.

FORM No. 9.

SUBPŒNA.

THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

Between

Applicant,

AND

Respondent.

Edward the Seventh, by the Grace of God, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India,

To Greeting.

(*Subpœna*).

We command you to attend before the Board at , on day, the day of A.D. 19 , at the hour of o'clock in the noon, and so on from day to day until the above matter is heard, to give evidence on behalf of , and also to bring with you and produce at the time and place aforesaid all

Witness, James Leitch, Esq., K.C., Chairman of our said Board, the day of , A.D. 19 , in the year of Our Reign.

(*To be endorsed*) O. R. & M. B. *vs.*

Subpœna: This Writ is issued by of the of in the County of , Solicitor for the (*or* by the in person).

Issued from the office of The Ontario Railway and Municipal Board at the City of Toronto, in the County of York and the Province of Ontario.

Secretary.

FORM No. 10.

FORM OF FINAL ORDER.

THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

The day of A.D. 19 .

Before James Leitch, Esq., K.C., Chairman; A. B. Ingram, Esq., Vice Chairman; H. N. Kittson, Esq., Member

Between

Applicant,

AND

Respondent.

Upon the application of the above named Applicant in presence of the Applicant and Respondent upon hearing the evidence adduced on behalf of the Applicant and Respondent and upon hearing counsel for the Applicant and Respondent, (*or* upon hearing the Applicant and Respondent in person, (*as the case may be*).

The Board orders (*here set forth what the Board orders*).

TELEPHONE SYSTEMS.

ECIFICATIONS FIXING THE STANDARD REQUIREMENTS OF TELEPHONE SYSTEMS TO BE INSTALLED UNDER THE ACT RESPECTING LOCAL MUNICIPAL TELEPHONE SYSTEMS, 8 EDW. VII., CAP. 49; AND THE ERECTION AND CONSTRUCTION OF SUCH SYSTEMS AND THE INSTRUMENTS AND APPLIANCES TO BE USED IN CONNECTION THEREWITH.

A pole line, if twenty miles in length or under, shall, unless otherwise specified isist of poles of not less than 20 feet in length, with four-inch tops, which will be fficient to carry two wires. No. 12 or 14 British Standard Gauge BB. galvanized n, attached to oak or other durable hardwood side-brackets, painted with two coats metallic paint, and nailed to the pole with two suitable wire nails in each bracket.

Poles.—A line between twenty and forty miles in length shall consist of poles not s than 25 feet in length, 4 inches in diameter on top, which will be sufficient to carry ir wires No. 12 or 14 British Standard Gauge BB. galvanized iron, attached to side-ackets as above. A line from forty to eighty miles in length shall consist of poles not s than 25 feet in length, 5 inches in diameter on top, which will be sufficient to carry elve wires No. 9 or 12 British Standard Gauge BB. galvanized iron, attached to two t-pin cross arms. All lines over eighty miles shall consist of poles not less than 25 et in length, 6 inches in diameter on top, which will be sufficient to carry twenty wires two ten-pin cross arms.

Wire.—No. 14 British Standard Gauge BB. galvanized iron wire 90 lbs. to the le is suitable for lines up to 20 miles in length. No. 12 British Standard Gauge BB. lvanized iron wire 150 lbs. per mile is suitable for lines up to 40 miles. No. 9 British andard Gauge BB. galvanized iron wire, 288 lbs. per mile, is suitable for lines up to miles. No. 12 or 13 New British Standard Gauge H. D. Copper wire should be used r lines over 80 miles in length.

Location.—In locating the line measure off and place stakes for poles, at distance 175 feet for lines up to 12 wires, equal to 30 poles per mile; and distances of 155 feet r lines up to 20 wires, equal to 32 poles per mile, clear of water courses, and as far om the roadway as possible. Measure distance without regard to obstacles, and place les as near stakes as possible. On corners, shorten up the last span to 135 feet and ake a double corner. On heavy curves shorten the stretches 10 feet.

Obstacles.—Use all reasonable expedients to clear trees; obtaining the right to im; using poles 20 feet in length if necessary to pass wires under trees, and crossing e roadway as a last resort. Wire should if possible be four feet from the obstacle other lines.

Pole distribution.—In distributing the poles, place the heaviest on corners, and the raightest and best poles opposite residences. In towns, villages and at road crossings, wire attachment to pole shall be of less height than 20 feet from the crown of the ad, and at railway crossings 25 feet from the top of the rails.

Lightning rods.—Attach a lightning rod of one No. 9 galvanized iron wire, gal-nized steel staples, placed two feet apart, to every fifth pole, making two hand turns rod under bottom of pole; extend up the pole, and end it three inches above the pole p. All poles must be peeled and trimmed and top made roof shape.

Pole setting.—Set poles in the ground not less than four feet, and deeper if the ost depth is greater than four feet. In rock set poles to a depth of two feet. Where nstruction in solid rock would be too expensive, use stone cairns if sufficient loose ones can be had. Set all poles perpendicularly, except on curves and corners, where ey can be leaned slightly against the strain.

Holes.—Dig all holes large enough to admit pole without stabbing or hewing, and ll size at the bottom, to permit the use of iron tampers. When the pole is in sition use one shovel to two tampers, packing the filling continuously until the hole filled. Pile the soil above the surface and pack firmly around the pole. Clean ditches d restore the surface of the highway to its original condition. In filling holes use arse soil or gravel at top of hole.

Side-brackets.—Attach side-brackets not less than ten inches apart. Where two ires are strung, place second bracket on opposite side of pole. On curves and corners lace all side-brackets on the side of the pole against the strain. When the line crosses e road, place the side-brackets in the same relative position as at starting point.

Cross arms.—Cross arms should be placed in gains cut in the pole ½ inch deep, the ntre of top gain 9 inches from the top of the pole, and the second gain not less than

16 inches below top gain. Cross arms should be not less than 3 inches by 4 inche equipped with hardwood top pins fastened in arm by a nail. Pins to be not less th 12 inch centres with 17 inch centres for pole space. Arms to be fastened to the po by not less than two 7x½ inch lag screws for a six-pin arm, and three 7x½ inch lag scre for a ten-pin, or a ⅝ inch machine bolt through pole. Arms to be braced with iro braces attached to the arm by a ⅝ inch bolt, and to the pole by not less than 4x⅜ inc lag screw.

Guys and anchors.—Use guy stubs only at corners, where it is necessary to rai guys to proper distance over streets. Only use anchors when cheaper guying cannot b done. Use a galvanized iron thimble on all guy rods, turn buckles or other iron attacl ments, liable to injure guy wires. Attach a noticeable piece of wood six feet long t rod and guy, where pedestrains or cattle are liable to come in contact with anchor.

Side props.—Use side props where necessary. Line props may also be used o corner poles. Props should be from 8 to 15 feet in length, set in the ground from 1 t 2 feet, not less than 6 feet from the butt of line pole, and be fastened with spikes o wire nails.

Road crossings.—Make road crossings at an angle of 45 degrees, and sufficientl re-enforced by guys or braces to withstand strain. Guy crossings and corners with sid guys in the manner most applicable to existing conditions.

Guys—Guy wires should be of No. 9 iron wire for four-inch tops, and two No. wires twisted or wire rope seven strands of No. 16 for five and six-inch tops. Wra the end of guys twice around the pole, and so arrange the wrapping as to bind on th back of the pole. Use staples if there is a downward draw.

Guying to trees.—Guys may be attached to suitable trees, if the consent of the owne has been obtained. Attach to the tree trunk in all cases, except when possible to us a cross-piece of hardwood in the crotch of the tree. Protect the tree trunk by coverin it with strips of wood, each strip to be not less than one inch thick, six inches in length and not over two inches wide. Pass the wire once around the tree, with not less tha twelve inches between the first twist and the tree.

Rock guy.—Attach guys to solid rock by using a self-wedging eye-bolt.

Stringing wires.—String wires in such a manner as to avoid kinking the wire o other damage and interference with, or interruption to other wires.

Insulators.—Use pony insulators. Tie wires on side-brackets on the side of insu lators nearest pole. On curves or corners of side-bracket lines tie the wires so that th strain shall be against the insulator.

Joints.—When connecting iron wires first clean the wire, then use pliers and con nectors with not less than five turns on each side of joint, after which solder it by dipping

Transpositions.—Metallic circuit lines carried on side-brackets shall be transposed by using a two-pin cross arm for changing the relative positions of the wires on the pole. Where lines are carried on cross arms use double transposition insulators and pins.

Leading in wires.—Leading in wires shall be No. 16 B. & S. braided rubber insu lated wire paired, or the regular line wire may be used and attached to buildings by using porcelain insulators with screw or side brackets, and entering the building through porcelain tubes, or they may be dead-ended, and rubber covered wire carried into the building to the protectors, which should be placed as near as possible to the entrance of the building.

Instruments.—Standard instruments and lightning protectors such as are made by reliable manufacturers, shall be used. Only the best apparatus should be installed, as cheap devices are unsatisfactory both from a service and maintenance point of view.

Railway crossings.—When it is necessary to carry wires over any railway under the jurisdiction of this Board, the crossing shall be constructed according to the Board's standard specification prepared in pursuance of ss. 5, sect. 56, Ontario Railway Act, 1906.

Dated this 31st day of December, A.D. 1908.

(Sgd.) JAMES LEITCH,
Chairman.

(Sgd.) A. B. INGRAM,
Vice-Chairman.

(Sgd.) H. N. KITTSON,
Member

PROOF REQUIRED IN SUPPORT OF APPLICATION FOR CERTIFICATE APPROVING OF BONUS BY-LAW.

See Sections 338 to 374 inclusive, and Sections 591 and 591 (*a*).

STYLE OF CLAUSE.

THE ONTARIO RAILWAY AND MUNICIPAL BOARD

In the matter of By-law Number of the Corporation of the Town of (as the case may be).

1. That I am the Clerk of the Municipal Corporation of .

2. That By-law No. of the said Municipality intituled By-law No. of the Town of a certified copy of which is hereto annexed was taken into consideration and finally passed by the Council in the form in which it was advertised as herein mentioned on the day of , being one month after the first publication in the newspaper hereinafter mentioned and within six weeks after the same was carried by the vote of the qualified electors, and the same was duly signed by the Mayor and Clerk of the Municipality and sealed by the Corporate Seal.

3. That the said By-law with the notice required by subsection 3 of section 338 of me at the time and place fixed by the By-law in the presence of the parties attending by resolution of the Council, published weekly in the Town of on the following days, that is to say, a copy of which advertisement is hereto annexed, marked Exhibit to this my affidavit.

4. That the said Council caused to be put up a copy of said By-law at four of the most public places in the Municipality of on or before the day of .

5. That the recitals in the said By-law are true and the then existing debenture debt of the Municipality was $ and no part of the principal or interest thereof is in arrear (as the case may be).

6. That the Assessment Roll of the said Municipality was last revised before the introduction of the said By-law on the day of and that such Roll was at the time of the final passing of said By-law the last Assessment Roll of the Municipality and the whole rateable property of said Municipality was $.

7. That the requirements of sections 342 and 343 of the Consolidated Municipal Act were duly observed and complied with.

8. That the said By-law was adopted by the duly qualified electors of the Municipality of at a poll duly held according to law on the day of A.D. 19 , there being a majority of voters for the By-law, viz.: voters for and voters against the said By-law as summed up by me at the time and place fixed by the By-law in the presence of the parties attending on behalf of the persons interested in and promoting or opposing the passing of the By-law, as appears by my certificate to the Council a true copy of which is marked Exhibit to this my affidavit.

9. That I, the said Clerk further certified that as far as shown by the voters' list and assessment roll such majority appears to be one-third or two-thirds (as the case may be) of all the ratepayers who are entitled to vote on the By-law (or three-fifths as the case may be) and that the number voting against such By-law appears to be less than one-fifth of the ratepayers so entitled to vote (as the case may be).

10. That the said By-law is in full force and effect and has not been altered or repealed and no application to quash or action or proceeding in which the validity of such By-law is called in question has been made or is pending and no application has been made for a scrutiny of votes for and against said By-law and no such scrutiny has been held.

11. That there are no irregularities in the proceedings prior to the final passing of the By-law, or in the By-law itself (as the case may be).

NOTE: If there are any irregularities in the proceedings prior to the passing of any By-law or in the By-law itself they should be set forth in the affidavit and their occurrence accounted for.

The Mayor or Reeve should make an affidavit corroborating the Clerk.

The Clerk and Treasurer should make an affidavit that paragraphs *d* and *e* of subsection 12 of section 591 have not been violated, and proving that the Bonus granted by the By-law together with similar bonuses already granted will not require an annual levy for principal and interest which will exceed ten per cent. of the total municipal taxation of the municipality.

THE MUNICIPAL SECURITIES ACT OF 1908.

PROOF REQUIRED IN SUPPORT OF APPLICATION TO THE ONTARIO RAILWAY AND MUNICIPAL BOARD FOR A CERTIFICATE APPROVING LOCAL IMPROVEMENT BY-LAW INITIATED BY PETITION UNDER SECTION 668.

Style of Cause.

THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

In the matter of By-law Number of the Corporation of the Town of (as the case may be).

PROVE—

1. That Deponent is the Clerk of the Council of the Municipality of

2. That the By-law was duly passed by the Council, with date of passing, and was duly signed by the Mayor and Clerk and the Corporate Seal was affixed.

3. That a certified copy of the By-law is annexed to the affidavit, and that such certified copy is a true copy, including the signatures thereto.

4. That a Petition praying for the construction of the work or works in the said By-law respectively mentioned was presented to the Council; that same was signed by two-thirds in number of the owners of the real property benefited by said improvement, representing at least one-half in value of such real property according to the last revised Assessment Roll of the town or city; that the number of such owners and the value of such real property as appears by the last revised Assessment Roll was ascertained and finally determined in the manner and by the means provided by By-law in that behalf.

5. That for the purposes of making the special assessment for the cost of the work, the Council caused measurements to be made of the frontages liable to assessment for the cost of the work and of the frontages exempt from taxation and kept a statement of same open for inspection in the Clerk's office for more than ten days before the time fixed for appeals to the Court of Revision.

6. That a Court of Revision for the confirmation of the special assessments made and imposed for the payment of the cost of the work in the said By-law mentioned, was held on day of and that there were no appeals against the special assessments, as the case may be.

7. That the special assessment was confirmed by the Court of Revision and that there were no appeals from the Court of Revision to the County Judge, as the case may be.

8. That more than ten days' notice of the holding of the said Court of Revision and of the time and place of meeting of the same was given by advertisement in a newspaper published in the said town or city having a general circulation therein, on the day of and such notice specified generally what such special assessment was for and the total amount to be assessed, and a copy of such notice is annexed to the affidavit and marked Exhibit .

9. That notice of the holding of the Court of Revision for the confirmation of the special assessment, containing a general description of the property in respect of which same was given; the nature of the improvements, work or service, the estimated or actual cost of such work, (as the case may be), the amount of frontage of each piece of property, and the time and manner in which the special assessment is to be payable, signed by the Clerk, was more than fifteen days before the day appointed for holding the Court of Revision duly mailed to the address of each owner named in such special assessment, a copy of which marked Exhibit is attached to the affidavit.

10. That the Council undertook the construction of the said works and the same have been constructed and completed (as the case may be).

11. That the said By-law is in full force and effect and has not been altered or repealed and no action or proceeding in which the validity of the said By-law has been called in question or by which it is sought to quash the same or any part thereof, has been commenced or is pending and no notice of any such action, motion or proceeding has been given and that he has no reason to believe that any such motion, action or proceeding may be taken, (as the case may be).

12. That all the statements made and contained in the recitals of the said By-law are true in substance and in fact.

13. That the By-law has been registered and notice of such registration published as required by the Statute, (as the case may be).

14. If there is any irregularity in the proceedings prior to the passing of the By-law or in the By-law itself, it must be set forth in the affidavit and its occurrence should be accounted for.

NOTE: The Mayor or Reeve should make an affidavit corroborating the Clerk.

PROOF REQUIRED WHERE THE IMPROVEMENT IS UNDERTAKEN ON THE INITIATIVE METHOD, UNDER SECTION 669.

Prove the same facts as in paragraphs 1, 2 and 3 of affidavit where work is initiated by Petition.

4. That the Municipal Council of the town or city of gave notice of their intention to undertake the works and improvements, and to construct the mentioned in each of the By-laws by advertisement published in a newspaper published in the Town of once a week for two weeks, that is to say, on and days of (copy of such adveritsement to be annexed to affidavit and marked Exhibit) and by causing notice of the intention of the Council to undertake the said works, to be personally served, as the case may be, upon the owners of the properties benefitted thereby, and such notice contained a general description of such work, streets or portions whereon or wherein and the points beyond which such work was to be done, and streets or portions thereof on which real property benefitted, fronted or abutted, and proposed to be specially assessed for such work, and the number of such annual special assessments, and a copy of which notice is hereto annexed marked Exhibit .

5. That no petition signed by a majority in number of the owners of said real property, representing at least one-half in value thereof, was presented to the Council against the construction of the proposed works or improvements or any of them.

Here add paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, the same as where the work is initiated by petition or to like effect as far as applicable.

PROOF REQUIRED WHERE LOCAL IMPROVEMENT IS INITIATED BY THE BOARD OF HEALTH ON SANITARY GROUNDS UNDER S. S. 4 OF SEC. 668.

Prove the same facts as in paragraphs 1, 2 and 3 of affidavit where work is initiated by petition.

4. That the Medical Health Officer duly made his report recommending the construction of the drain or sewer or sewers (as the case may be) in the By-law mentioned for sanitary purposes.

5. That the Local Board of Health of the town or city did also recommend the construction of the drain or sewer for the said purposes, and all the said reports were received and adopted by the Council.

6. That Council acting upon the recommendation of the Local Board of Health, by a vote of two-thirds of all the members of the Council at a regular meeting of the same, affirmed that it was necessary and desirable in the public interest to construct the drain or sewer mentioned in the By-law, as a local improvement for the purpose of draining the properties fronting upon the streets in the said By-law mentioned as well as for sanitary purposes.

Here add paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, the same as where the work is initiated by petition or to like effect as far as practicable.

GENERAL FORM LOCAL IMPROVEMENT BY-LAW.

The Ontario Railway and Municipal Board.

In the matter of the Application of the Corporation of for an Order for

I, of the of in the of do solemnly declare as follows:

1. That I am the Clerk of the said of .

2. That the paper writing hereto annexed marked "A" and purporting to be a copy of By-law No. of the said of finally passed on the day of 19 , is a true copy of said By-law, including the signatures and Corporate Seal, the said copy having been carefully compared by me with the original By-law.

3. That the Council of the Corporation of the said of gave notice of the intention of the said Council to undertake the construction of certain upon those parts of streets in the said of more particularly mentioned and described in the said By-law and to access a

On the initiative method.

portion of the final cost thereof upon the properties respectively benefited thereby, by publishing a notice of the intention of the Council to undertake the said works once a week, for two weeks, namely on the day of 19 , and the day of 19 , in the newspaper, a newspaper published in the said of and once a week for two weeks, namely on the day of 19 , and the day of 19 , in the newspaper, a newspaper also published in the said of , and no petition signed by a majority of the owners of the real property benefited by the said or any of them, representing at least one-half in value thereof, was presented to the Council within one month after the last publication of the said notice, against the construction of the said works, improvements or services or any of them.

The said newspaper is the only newspaper published in the said of .

If notice published in two papers strike this clause out.

4. That in addition to the notice given by publication, as aforesaid, the notice of the intention of the Council to undertake the said works as local improvements was given to the owners of the several properties respectively benefited thereby by personal service, or by leaving the notice at the place of business or residence of such owners respectively, or by registered letter, or by leaving the same with a grown up person on the premises when the owner's address or residence is unknown; and a declaration of the person charged with the duty of giving such notices that the same were served or mailed as stated in the declaration, was made by him on the day of 19 , and is now on file in my office as Clerk of the said . It appears from the said declaration that the last of the said notices was served or mailed as aforesaid on the day of 19 . A copy of the notice referred to in the two preceding paragraphs hereof is hereunto annexed, marked "B".

By petition.

5. That petitions signed in each case by more than two-thirds in number of the owners of the real property situated on those parts of

streets in the said of more particularly mentioned and described in the said By-law, and representing in each case at least one-half in value of such real property (being the property to be benefited thereby) according to the then last Revised Assessment Roll, were presented to the said Council praying for the construction of the in the said By-law mentioned as local improvements .

If on sanitary grounds on recommendation of Board of Health and affirmed by two-thirds vote of whole Council add a clause 5a.

6. That thereupon the said Council acting upon a general By-law passed for that purpose, caused the necessary proceedings to be taken in respect of each of the said works, improvements or services:—

(*a*) To ascertain and determine probable cost thereof;

(*b*) To ascertain and determine what real property would be benefited by the construction and carrying out of each of the said above mentioned works, improvements or services; what portion thereof is liable for special assessments therefor and what portion thereof, if any, is exempt from such special assessment; what proportion or amount of the cost of each of such proposed improvements, works or services is to be assumed and borne by the municipal corporation as its share or part thereof, and what proportion or amount thereof is to be charged against and specially assessed upon the assessable real property benefited thereby; the proportion in which the assessment of that part of the said cost which is chargeable against the real property benefited is to be made upon the various portions of real property benefited thereby; the time to be allowed for the payment of any debt which may be created for the purpose of each such improvement, work or service, and the number of annual special assessments which will be imposed to pay the interest upon the said debt and create a sinking fund sufficient to extinguish the debt at maturity, or to pay the annual installments covering interest and part of the principal of the debt, as the case may be;

(*c*) For assessing the cost of each such improvement, work or service or such portion of the cost thereof as may be permitted by the Statute in such cases made and provided, upon the real property to be benefited thereby, and for levying and collecting such cost or such portion thereof by an annual special rate upon the said real property according to the frontage thereof;

(*d*) For regulating the time or times and the manner in which the special assessments to be levied and collected under the said By-law are to be paid, and for arranging the terms upon which the owners and other persons liable to pay the same may commute by the cash payment of their proportionate shares of the cost of each such work, improvement or service, in principal sums.

7. That a Court of Revision for the confirmation of every such special assessment was held on the day of 19 .

8. That, fifteen days before the sitting of said Court of Revision, a written or printed notice of the sitting of the said Court was given to the owners and lessees or their agents of each parcel of real property assessed for each of the said giving them the information required by Section 571 of "The Consolidated Municipal Act, 1903." A copy of the said last mentioned notice is hereunto annexed, marked "C."

9. That ten days' notice of the time and place of the meeting of the said Court was also given by the publication in the newspaper, a newspaper having a general circulation in the said on the day of 19 , and the day of 19 , of a notice specifying generally what the assessment was for and the total amount to be assessed. A copy of the said last mentioned notice is hereto annexed, marked "D."

10. That the Council of the said of did also for the purpose of making the special assessment for the cost of each of the said works, improvements or services, procure a measurement to be made of the frontages liable in each case to assessment for such cost, and of the frontages in each case exempt from taxation, and did for at least ten days before the time fixed for hearing appeals from such assessment, keep a statement of the same open for inspection in the office of the Clerk of the municipality.

11. That there were no appeals from the said Court of Revision to the County Court Judge.

12. That the rates imposed by the said By-law are those settled under the proceedings referred to.

13. On the day of 19 , the said By-law was read a first, second and third time, and finally passed, by an affirmative vote of three-fourths of the members of the Council of the said of at a meeting thereof regularly called and held, and the same was there and then duly signed by and me, the said Clerk, and the Corporate Seal of the said Municipality affixed thereto by me.

14. On the day of 19 , the said By-law was duly registered by me in the Registry Office for the of being the Registry Division in which the said of is situate.

15. That no application has been made, action brought, or proceeding had to quash or set aside the said By-law, or any part thereof, and I have no reason to expect that any such application will be made. I know of no objection to the validity of the said By-law.

16. That the amount of the existing debenture debt of the said Municipality and the amount of the principal and interest in arrear, and the amount of the whole rateable property of the said municipality, according to the last Revised Assessment Roll, being that for the year 19 , and amount of the whole rateable property of the said municipality, according to the said last Revised Assessment Roll, are truly set forth and stated in the said By-law.

17. That the said By-law has not been repealed or amended and is now in full force and effect.

18. That none of the persons assessed for such works, improvements or services have commuted for the payment of their proportionate share of the cost thereof in principal sums.

19. That no debentures have heretofore been issued or sold under the said By-law.

20. That the several referred to in the said By-law have been completely constructed and the cost thereof has been paid out of the proceeds of a special loan made by the municipality for that purpose.

21. That the Council of the said of has never by a By-law passed with the assent of the electors according to

the provisions of the Statute in that behalf directed that all future expenditure in the municipality for or other improvements shall be by special assessment on the property benefited and not by law exempt from assessment.

22. That the probable life of the said as certified by the Inspector appointed by the said of for that purpose is 20 years.

FORM *RE* PUBLIC SCHOOL BY-LAW.

THE ONTARIO MUNICIPAL SECURITIES ACT OF 1908.

THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

In the matter of By-law No. of the Corporation of the Township of

I, of the Township of in the District of , make oath and say:—

1. That I am the Clerk of the Council of the Municipality of the Township of in the District of .

2. That the Board of Public School Trustees for School Section Number of the Township of in the District of made due application to the Council of the Municipality of the Township of under Section 74, Sub-section 1 of the Public Schools Act for the issue of debentures to the amount of for the purpose of erecting a public school and purchasing a school site in the said School Section and proved to the satisfaction of the Council that the proposal for such loan had been submitted by the Trustees to and sanctioned at a special meeting of the ratepayers of the said Section called for that purpose. (If By-law be passed under Section 76, subsection 1 make necessary changes in above paragraph.)

3. That on the day of A.D. 190 , a By-law providing for the issue of the said debentures was duly passed by the said Council and was duly signed by the Reeve and Clerk and the Corporate Seal was affixed.

4. That a certified copy of the said By-law is annexed to this my affidavit and that such certified copy is a true copy including the signatures thereto.

5. That the said By-law being Number of the By-laws of the Municipality of the Township of was duly registered within four weeks of the passing thereof on the day of A.D. 190 , as Number in the Registry Office for the District of at being the Registry Division in which the Municipality of the Township of is situate.

6. That notice of the passing of said By-law was immediately after the registration thereof published in the , a public newspaper published in the Town of in the District of being the District Town of the District in which the said Municipality is situated in the issues of such newspaper which were published on , being the three issues of such newspaper which were published first after the registration of the By-law aforesaid. The notice which was published as aforesaid in the words following:

"Notice is hereby given that a By-law was passed by the Council of the Township of on the day of A.D. 190 , providing for the issue of debentures to the amount of for the purpose of erecting a public school and purchasing a site and that such By-law was registered in the Registry Office of , District of on the day of A.D. 190 .

Any motion to quash or set aside the same or any part thereof must be made within three months after the first publication of this notice and cannot be made thereafter.

(Signed)

Clerk.

Dated the day of 190 ."

7. That the said By-law is in full force and effect and has not been altered or repealed and no action or proceeding, in which the validity of the said By-law has been called in question or by which it is sought to quash the same or any part thereof, has been commenced or is pending and no notice of any such motion, action or proceeding has been given and I have no reason to believe that any such motion, action or proceeding will be taken.

8. That all the statements made and contained in the recitals of the said By-law are true in substance and in fact.

SWORN before me at the Village of in the District of this day of A.D. 190 .

Reeve.

THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

Toronto, May 7, 1908.

DEAR SIR,—The Ontario Railway and Municipal Board begs to call your attention to the Ontario Municipal Securities Act, 1908, passed at the recent session of the Parliament of Ontario.

You will observe that this Act gives the Board power to approve by-laws, notwithstanding any irregularities in the proceedings, prior to the final passing of the by-law or in the by-law itself, if, in the opinion of the Board, the provisions of the Act under which the by-law was passed have been substantially complied with. The effect of this provision in the Act will be to enable municipalities to have by-laws validated by the Board, which formerly could only be done by special Act. This, however, must not be taken as an encouragement to careless or slovenly municipal practice. The requirements of the Municipal Act must in the future be as carefully complied with as in the past.

Your attention is also directed to the sections of the Act which provide that where a by-law and the debentures issued thereunder are certified by the Board, that such by-law and debentures shall not thereafter be open to question in any Court. This will have the effect of making municipal debentures a very desirable investment, and enable municipalities to obtain the highest market price for their securities. In many cases it will be found advantageous to have by-laws for the issue of debentures, create a sinking fund for repayment, rather than have the debentures repayable by instalments. The reason of this is that people seeking an investment will pay a higher price for a security that has several years to run than for one repayable by annual installments. The municipalities will sustain no loss on their sinking funds, for the reason that they can be paid into the Treasury of Ontario, and will bear interest at four per cent. per annum compounded until such time as the debentures are payable.

The Board also particularly calls your attention to sections 10, 11 and 13 of the Act, and respectfully urges upon you a careful compliance with these sections. The forms of returns required by section 13 will be sent in triplicate by the Department of Agriculture instead of in duplicate as formerly, which will enable you to comply with this section without inconvenience. Please read this letter at the first meeting of the Council.

I have the honour to be,

Your obedient servant,

H. C. SMALL,

Secretary.

THE ONTARIO RAILWAY AND MUNICIPAL BOARD.

Toronto, Nov. 25, 1908.

DEAR SIR,—I have the honor by direction of the Board to again call your attention to "The Ontario Municipal Securities Act 1908," and especially to Secs. 10, 11, 12 and 13 of said Act, which is Chap. 51 of the Ontario Statutes for 1908.

The Board directs me to call your attention to a matter which will be apparent to you on perusal of The Consolidated Municipal Act and amendments, and of the said Municipal Securities Act; namely, that the submission of By-laws to the Board for approval under the Consolidated Municipal Act, 1903, and amendments, or for validation under the Municipal Securities Act, 1908, is not, and cannot be considered, a filing of any such By-law in accordance with the provisions of sections 10 and 12 of "The Ontario Municipal Securities Act, 1908."

The Board also directs me to remind you that at the end of the ensuing month (December, 1908), it will be necessary for the Board to prepare statistics of all the By-laws and sinking funds referred to in Sections 10, 11, 12 and 13 of said Municipal Securities Act, and the Board therefore requests you to be kind enough to comply promptly with these Sections of the said Municipal Securities Act.

I have the honour to be,

Sir,

Your obedient servant,

Sgd. H. C. SMALL,

Secretary.

ELECTRIC RAILWAYS.

BERLIN STREET RAILWAY.

GENERAL BALANCE SHEET TO 30TH NOVEMBER, 1908.

Assets:		
Cost of Railway:		
Plant valuation and odd items, 1908		108,434 20
Roadbed and tracks		
Electric line construction, including poles and wiring		
Total cost of railway owned		
Cost of Equipment:		
Cars and other rolling stock and vehicles		
Cost of electric equipment of same		
Other items of equipment		
Office furniture	383 79	
Total cost equipment		
Cost of Land and Buildings:		
Land necessary for operation of railway		
Electric power stations, including equipment		
Other buildings necessary for operation of railway...		
Total cost of land and buildings owned		
Cash	154 92	
Bills and accounts receivable	1,416 13	
Other current assets		
Miscellaneous assets	2,210 46	
Material and supplies	3,564 82	
		$7,730 12
Profit and loss balance deficit		
Total assets		$116,164 32
Liabilities:		
Capital stock		
Funded debt		$101,920 69
Current Liabilities:		
Loans and notes payable	$273 00	
Audited voucher and accounts	5,188 70	
Miscellaneous current liabilities Berlin Light Commissioner	4,920 09	
		10,381 79
Accrued Liabilities:		
Interest accrued and not due		
Profit and loss account balance surplus		*3,861 84
Total liabilities		$116,164 32
Capital Stock:		
Authorized by law	none.	
Authorized by votes of Company	none.	
Outstanding	none.	
Number of stockholders	none.	

FUNDED DEBT.

Description Bonds	Rate Int.	Maturity Bonds	Amt. of Bonds outstanding	Interest paid during year.

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year	592,566
Number carried per mile of main track operated	1,899
Number of car miles run	88,961
Average number of persons employed	16
Company commenced operation	

* From this shall be deducted $1,452.83 depreciation reserve.

BERLIN AND WATERLOO STREET RAILWAY COMPANY.

FOR THE YEAR ENDING 30TH NOVEMBER, 1908.

neral Exhibit:		
Gross earnings from operating	$28,617 94	
Less operating expenses	23,057 62	
Gross income over operating expenses		$5,560 32
Charges upon Income:		
Accrued during year	.....	
Interest on funded debt	$4,452 93	
Interest on unfunded debt and loans	.....	
Depreciation, etc.	1,548 15	
Payment to municipalities for franchise	.....	
Total deduction from income		6,001 08
Deficit		$440 76
Earnings from Operation:		
From passengers carried cash fares	$12,906 91	
Tickets	11,694 64	
From mails	995 25	
From advertising in cars	432 26	
From Berlin & Bridgeport Ry.	1,547 10	
From Preston & Berlin Ry.	750 00	
From other sources	281 78	
Total gross earnings from operation		$28,617 94

May 1, 1907, acquired by the Town of Berlin and operated by Berlin Light Com-ssioners.

penses of operation:		
General expenses:		
Salaries of officers and clerks and wages	6,450 78	
General office expenses and supplies	.....	
Legal expenses	.....	
		6,450 78
Other General expenses:		
Insurance	1,759 85	
Miscellaneous general expenses	3,072 08	
		$4,831 93
Maintenance Roadway and Buildings:		
Repair roadbed and track	.....	
Repairs electric line construction	.....	.....
Repair of buildings	169 55	
		$169 55
Maintenance of equipment:		
Repairs, cars and other vehicles and motors	$3,356 94	
Repairs of electric equipment of cars	1,230 00	
Renewals of tools and machinery	.....	
		$4,586 94
Transportation expenses:		
Cost of motive power	$ 6,183 60	
Maintenance	454 56	
Wages of persons conducting transportation	.....	
Removal of snow and ice	380 26	
Damages for injuries to persons and to property	.....	
		$7,018 42

Other transportation expenses:	
Car service expenses and supplies	
Cleaning, oiling and sanding tracks	
Total operating expenses	$23,057 (

DESCRIPTION OF EQUIPMENT.

Description of Equipment	Equipped for Electric Power	Number Equipped	Total Passenger Cars	Equipped with Fenders	Equipped with Electric Heaters	Number of Motors
Box passenger cars	8			8		
Open passenger cars	2			2		
Total						
Cars—other service—						
Other cars (motor)						
Snow ploughs		1		1		

MISCELLANEOUS EQUIPMENT.

Highway vehicles	
Tower wagon	
Tip carts	

RAILWAY OWNED AND OPERATED.

	Miles
Length of railway line computed as single track	2. 7
Length of sidings and switches	.42
	3.12

ACCIDENTS TO PERSONS.

Killed and Injured	From causes beyond their own control.		From their own carelessness.		Total	
	Killed	Injured	Killed	Injured	Killed	Injured
Passengers				1		1
Employees						
Other Persons						
Total						

Corporate name and address of the Company: Berlin, Waterloo Street Railway.

Names and business addresses of principal o cers: V. McIntyre, Secretary-Treasurer, Berlin, Ont.; James Scellen, General Counsel, Berlin, Ont.; M. Scully, C.A., Auditor, Berlin Ont.; E. I. Philip, Superintendent, Berlin, Ont.

Names and residence of Board of Directors: A. L. Breithaurt, Chairman, A. R. Lang, Nicole Kaufman, George Leppert, Commissioners; Allen Huber, Mayor.

BRANTFORD STREET RAILWAY.

General Balance Sheet 31 Dec. 1907.

Assets:		
Cost of railway.		
Roadbed and tracks		
Electric line construction, including poles and wiring		
Total cost of railway owned		
Cost of equipment:		
Cars and other rolling stock and vehicles		
Cost of electric equipment of same		
Other items of equipment		
Office furniture		
Total cost equipment		
Cost of land and buildings:		
Land necessary for operation of railway		
Electric power stations, including equipment		
Other buildings necessary for operation of railway		
Total cost of land and buildings owned		
		$320,299 04
Cash	$97 42	
Bills and accounts receivable	4,594 34	
Other current assets	175 00	
Miscellaneous assets		
Material and supplies	1,700 00	
		$6,566 76
Profit and loss balance deficit		27,590 66
Total assets		$354,456 46
Liabilities:		
Capital stock	$200,000 00	
Funded debt	125,000 00	
		$325,000 00
R. E. Mortgage		1,500 00
Current liabilities:		
Loans and notes payable		
Audited voucher and accounts		
Miscellaneous current liabilities		
		$27,956 46
Accrued liabilities:		
Interest accrued and not due		
Profit and loss account balance surplus		
Total liabilities		$354,456 46
Capital stock:		
Authorized by law	$200,000 00	
Authorized by votes of Company	200,000 00	
Outstanding	200,000 00	
Number of stock holders		

Funded Debt.

Description Bonds	Rate Int.	Maturity Bonds	Amount of Bonds Outstanding	Interest paid during year
	5%		$125,000	$6,250

Volume of Traffic, Etc:

Number of paying passengers carried during year	485,213
Number carried per mile of main track operated	69,316
Number of car miles run	125,722
Average number of persons employed	38
Company commenced operation	July, 1902

Expenses of operation:		
General expenses:		
Salaries of officers and clerks	947 44	
General office expenses and supplies	106 16	
Legal expenses	.....	
Insurance	496 80	
		$1,550 40
Other general expenses:		
Advertising	.....	
Miscellaneous general expenses	690 36	
		$690 36
Maintenance roadway and buildings:		
Repair roadbed and track	.....	
Repair electric line construction	.....	
Repair of buildings	.....	
		$1,631 71
Maintenance of equipment:		
Repairs, cars and other vehicles	$4,017 34	
Repairs of electric equipment of cars	459 38	
Renewals of tools and machinery	.....	
		$4,476 72
Transportation expenses:		
Cost of motive power	.....	$11,267 39
Wages of persons conducting transportation	9,320 88	
Removal of snow and ice	.....	
Damages for injuries to persons and to property	267 13	
		$9,588 01
Other transportation expenses:		
Car service expenses and supplies	.....	
Cleaning, oiling and sanding tracks	.....	
Total operating expenses		$29,204 59
General exhibit:		
Gross earnings from operating	$32,909 18	
Less operating expenses	29,204 59	
Gross income over operating expenses		$3,704 59
Charges upon income:		
Accrued during year	.....	
Interest on funded debt	6,250 00	
Interest on unfunded debt and loans	.....	
Taxes	930 87	
Payment to municipalities for franchise	846 80	
		$8,027 67
Total deduction from income	.....	
Surplus or deficit		$4,323 08
Earnings from operation:		
From passengers carried	$20,946 52	
From sale of power	6,975 39	
Other sources	808 80	
From advertising in cars	300 00	
From use of tracks by other companies	3,878 47	
Total gross earnings from operation		$32,909 18

DESCRIPTION OF EQUIPMENT.

Description of Equipment.	Equipped for Electric Power.	Number Equipped.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Motors.
Box passenger cars	5	.....	5	5	5	.....
Open passenger cars	7	.....	7	7	.....	.....
Total	12	.....	12	12	5	.....
Cars Other Service—						
Other cars (motors)	.....	.....	.....	.....	.....	.....
Snow plows	.....	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

ghway vehicles	.....
ver wagon	.....
carts	.....

RAILWAY OWNED AND OPERATED.

	Miles.
ngth of railway line computed as single track	7
ngth of sidings and switches	.....

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
ssengers	.....	1	.....	1	.....	1
nployees	.....	.....	.....	.....	.....	.....
ner persons	.....	.....	.....	.....	.....	.....
Totals	.....	1	.....	1	.....	1

Corporate name and address of the Company: Brantford Street Railway .

Names and business addresses of principal officers: Murray A. Verner, President d manager, Brantford; W. S. Dimmick, Vice.-President, Toronto; W. R. Turnbull, easurer, Brantford; Mr. Creasser, Clerk, Brantford; W. L. Brewster, General unsel, Brantford; F. W. Frank, Auditor, Brantford; Alex. Casson, Superintendent, antford.

Names and residence of Board of Directors: Murray A. Verner, Brantford; W. Dimmick, Toronto; C. T. Fox, Toronto; Mr. Firstbrook, Toronto; A. L. Pattison, ., Toronto; J. S. King, Toronto; W. R. Turnbull, Brantford.

CORNWALL STREET RAILWAY.

GENERAL BALANCE SHEET, 30 JUNE, 1908.

sets:		
Cost of railway:		
Roadbed and tracks	.....	
Electric line construction, including poles and wiring	...	
Total cost of railway owned	.....	
Cost of equipment:		
Cars and other rolling stock and vehicles	.....	
Cost of electric equipment of same	.....	
Other items of equipment	.....	
Office furniture	.....	
Total cost equipment	.....	
Cost of land and buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Other buildings necessary for operation of railway	.....	
Total cost of land and buildings owned	.....	
		$210,188 06
Cash	$4.477 34	
Bills and accounts receivable	1,183 76	
Other current assets	.....	
Miscellaneous assets	.....	
Material and supplies	.....	
		$5,661 10
Total assets	.....	$215,849 16

Liabilities:		
Capital stock	$100,000 00	
Funded debt	100,000 00	
		$200,000 0
Current liabilities:		
Loans and notes payable	.....	
Audited voucher and accounts	$1,706 77	
Miscellaneous current liabilities	712 98	
		$2,419 5
Accrued liabilities:		
Interest accrued and not due	.....	
Profit and loss account balance surplus	.....	13,420 1
Total liabilities		$215,849 6
Capital stock:		
Authorized by law	$200,000 00	
Authorized by votes of Company	200,000 00	
Oustanding	.....	
Number of stock holders	.....	

FUNDED DEBT.—None.

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year	368,0
Number carried per mile of main track operated	92,3
Number of car miles run	198,5
Average number of persons employed	5
Company commenced operation	18 April, 1

General exhibit:		
Gross earnings from operating	$25,482 62	
Less operating expenses	21,786 46	
Gross income over operating expenses		$3,696 3
Charges upon income:		
Accrued during year	.....	
Interest on funded debt	.....	
Interest on unfunded debt and loans	.....	
Taxes	.....	
Payment to Municipalities for franchise	.....	
Total deduction from income	.....	
Surplus		$3,696 3
Earnings from operation:		
From passengers carried	$16,478 24	
From freight	7,501 58	
From advertising in cars	360 00	
From other sources	1,142 80	
Total gross earnings from operation		$25,482 1
Expenses of operation:		
General expenses:		
Salaries of officers and clerks	1,061 72	
General office expenses and supplies	603 04	
Legal expenses	25 56	
Insurance and taxes	1,211 09	
		$2,901
Other general expenses:		
Expose car shed	.....	$680
Miscellaneous general expenses	677 15	
		$677
Maintenance roadway and buildings:		
Repair roadbed and track	$1,576 22	
Repair electric line construction	119 12	
Repair of buildings	.....	
		$1,695

Maintenance of equipment:		
Repairs, cars and other vehicles	$3,040 33	
Repairs of electric equipment of cars	1,021 40	
Renewals of tools and machinery	.....	
		$4,061 73
Transportation expenses:		
Cost of motive power $1,845.46; less sold $582.15	$1,263 31	
Wages of persons conducting transportation	9,320 21	
Removal of snow and ice, sanding, etc.	1,129 12	
Damages for injuries to persons and to property	57 29	
		$11,770 03
Other transportation expenses:		
Car service expenses and supplies	.....	
Cleaning, oiling and sanding tracks	.....	
Total operating expenses		$21,786 46

DESCRIPTION OF EQUIPMENT.

Description of Equipment.	Equipped for Electric Power.	Number Equipped.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Electric Motors.
: passenger cars	7	.....	7	.....	8	2
:n passenger cars	3	.....	3	.....	.....	.....
Total	10	.....	10	.....	8	2
s Other Service—						
Other cars (motor)	.....	.....	.....	.....	.....	.....
Snow plows	1	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

ghway vehicles	.....
ver wagon	.....

RAILWAY OWNED AND OPERATED.

	Miles.
ngth of railway line computed as single track	4
ngth of sidings and switches	2½=6½

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From the r own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
rrengers	.....	.....	.....	.....	.....	.....
nployees	.....	.....	.....	.....	.....	.....
ner persons	.....	.....	.....	.....	.....	.....
Total	.....	.....	.....	.....	.....	.....

Corporate name and address of the Company: Cornwall Street Railway, Li t and Power Company.

Names and business addresses of principal o cers: President, James Tasker, St. James St., Montreal; Vice-President, J. P. Cleghorn, 185 University St., Montre; Secretary, Warburton George Talbot, Sun Life Ass. Co., Montreal; Clerk corporati, J. C. Broderick, Cornwall; Auditor, P. S. Ross & Sons, Montreal; General Manag, William Hodge, Cornwall.

Names and residence of Board of Directors: Jas. Tasker, President, 180 James St., Montreal; J. P. Cleghorn, Vice-President, 185 University St., Montre; S. H. Ewing, Director, 98 King St., Montreal; Chas. Cushing, director, Liverpool a London Bldg., Montreal; Abmer Kingman, director, Board of Trade, Montreal.

GALT, PRESTON AND HESPELER ST. RAILWAY.

General Balance Sheet, 30 June, 1908.

Assets:		
Cost of Railway:		
Roadbed and tracks		
Electric line construction, including poles and wiring...		
Total cost of railway owned		$126,223
Cost of equipment:		
Cars and other rolling stock and vehicles		
Cost of electric equipment of same		
Other items of equipment		
Office furniture		
Total cost equipment		
Preston and Berlin Railway		
Cost of land and buildings:		
Land necessary for operation of railway		
Electric power stations, including equipment		
Other buildings necessary for operation of railway		
Total cost of land and buildings owned		580,151
Cash		
Bills and accounts receivable	$8,457 52	
Other current assets unexpired insurance	1,987 03	
Miscellaneous assets		
Material and supplies	13,591 20	
		$24,035 7
Profit and loss balance deficit		
Total assets		$730,410 9
Liabilities:		
Capital stock		$31,310 0
Funded debt		
Current liabilities:		
Loans and notes payable	$626.852 47	
Audited voucher and accounts	7,616 49	
Miscellaneous current liabilities	27,064 31	
		661,533 2
Accrued liabilities:		
Interest accrued and not due		1,666 6
Profit and loss account balance surplus		35,901 0
Total liabilities		$730,410 9
Capital stock:		
Authorized by law	$100,000 00	
Authorized by votes of Company	31,310 00	
Outstanding	68,690 00	
Number of stock holders	6	

FUNDED DEBT.—None.

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year	708,296
Number carried per mile of main track operated	41,664
Number of car miles run	248,502
Average number of persons employed	53
Company commenced operation	Nov. 12, 1890

General exhibit:		
Gross earnings from operating	$109,103 63	
Less operating expenses	74.718 52	
Gross income over operating expenses		$34,385 11
Charges upon income:		
Accrued during year		
Interest on		
Interest on unfunded debt and loans		6,047 46
Taxes included on Gen. Ex., $1,612.42		
Payment to municipalities for franchise		
Total deduction from income		
Surplus		$28,337 65
Earnings from operation:		
From freight	48.346 86	
From passengers carried	55,289 12	
From mails and express parcels	4,208 82	
From advertising in cars	300 00	
From other sources	958 83	
Total gross earnings from operation		$109,103 63
Expenses of operation:		
General expenses:		
Salaries of officers and clerks		
General office expenses and supplies	$2,969 65	
Legal expenses		
Insurance	2.897 10	
		$5,866 75
Other general expenses:		
Advertising		
Miscellaneous general expenses including taxes	8,865 11	
		8,865 11
Maintenance roadway and buildings:		
Repair roadbed and track	$9,282 80	
Repair electric line construction	4,081 30	
Repair of buildings		
		13,364 10
Maintenance of equipment:		
Repairs, cars and other vehicles Repairs of electric equipment of cars Renewals of tools and machinery	$6,179 47	
		6,179 47
Transportation expenses:		
Cost of motive power	$12,329 85	
Wages of persons conducting transportation	24,566 89	
Removal of snow and ice	2,356 39	
Damages for injuries to persons and to property	1,189 96	
		40,443 09
Other transportation expenses		
Car service expenses and supplies		
Cleaning, oiling and sanding tracks		
Total operating expenses		$74,718 52

Description of Equipment.

Description of Equipment.	Equipped for Electric Power.	Trailers.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Motors.
Box passenger cars	11	2	.....	14	13	2
Open passenger cars	1	.....	.....	.....	.....	.....
Total	13	2	.....	.....	.....	2
Other Car Service—		Box				
Other cars (motor) baggage	2	2	.....	.....	.....	.....
Snow plows	1	.....	.....	.....	.....	.....

Miscellaneous Equipment.

Highway vehicles	.....
Tower wagon, conductor's van	1
Tip carts	.....

Railway Owned and Operated.

	Miles.
Length of railway line computed as single track	18.25
Length of sidings and switches	11
	29.25

Accidents to Persons.

Killed and Injured.	From causes beyond their own control.		From their own carelessness.		Totals.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers	*1	2	.....	.....	1	2
Employees	.....	.....	.....	.....	.....	.....
Other persons	.....	.....	.....	.....	.....	.....
Totals	1	2	1	2	1	2

* Found dead on track.

Corporate name and address of the Company, Galt, Preston, and Hespeler Railway Company, Limited.

Names and business address of principal officers: President, M. A. Todd, Galt; Vice-President, G. D. Forbes, Hespeler; Treasurer, W. H. Lutz, Galt; Clerk, W. H. Lutz, Galt; Auditors, G. E. Easton and Wm. Irvin, Galt; General Manager, M. A. Todd, Galt; Superintendent, M. Kirkwood, Preston.

Names and residence of Board of Directors: M. A. Todd, Galt; G. D. Forbes, Hespeler; F. Clare, Preston; Jas. Osborne, Toronto; Hugh McCulloch, Galt.

HAMILTON AND DUNDAS STREET RAILWAY.

General Balance Sheet, 30 June, 1908.

sets:		
Cost of railway:		
Roadbed and tracks	.....	
Electric line construction, including poles and wiring...	.....	
Total cost of railway owned		
Cost of equipment:		
Cars and other rolling stock and vehicles	.....	
Cost of electric equipment of same	.....	
Other items of equipment	.....	
Office furniture	.....	
Total cost equipment		
Cost of land and buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Other building necessary for operation of railway	.....	
Total cost of land and buildings owned		$348,815 51
Cash	.....	
Bills and accounts receivable	100,533 01	
Other current assets	2,433 23	
Sinking and other funds	2,185 79	
Total		105,152 03
Profit and loss balance deficit	.....	.....
Total assets		$453,967 54
Liabilities:		
Capital stock	$100,000 00	
Funded debt	100,000 00	
		$200,000 00
		281 79
Current liabilities:		
Loans and notes payable	.....	250,000 00
Audited voucher and accounts	.....	
Miscellaneous current liabilities	.....	
		.....
Accrued Liabilities:		
Taxes and mileage accrued and not due	.....	381 03
Profit and loss account balance surplus	.....	3,304 72
Total liabilities		$453,967 54
pital stock:		
Authorized by law	$100,000 00	–
Authorized by votes of Company	100,000 00	
Outstanding	100,000 00	
Number of stock holders	8 00	

Funded Debt.

Description Bonds.	Rate Int.	Maturity Bonds	Amount of Bonds Outstanding	Interest paid during year
.....	5%	1917 2 July	$100,000	$5,000 00

Volume of Traffic, etc.

mber of paying passengers carried during year	462,063
mber carried per mile of main track operated	63,760
mber of car miles run	96,981
erage number of persons employed	17
mpany commenced operation	1876
neral exhibit:	
Gross earnings from operating	$47,592 33
Less operating expenses	31,611 42
Gross income over operating expenses	$15,980 91

Charges upon income:		
Other expenses	$342 89	
Interest on funded debt	5,000 00	
Interest on unfunded debt and loans	9,000 00	
Taxes Municipal	$595 72	.....
Taxes Provincial	45 42	641 14
Payment to municipalities for franchise		342 92
Total deduction from income		15,326 9
Surplus or deficit		653 9
Earnings from operation:		
From passengers carried	$42,638 20	
From carriage freight and parcels	1,629 69	
From advertising in cars	99 96	
From tolls for use of tracks	2,795 68	
From other sources	428 80	
Total gross earnings from operation		$47,592 9
Expenses of operation:		
General expenses:		
Salaries of officers and clerks	$3,618 57	
General office expenses and supplies	111 69	
Legal expenses	339 00	
Insurance	1,176 46	
		$5,245 7
Other General expenses:		
Advertising	.....	
Miscellaneous general expenses	.....	
		.....
Maintenance roadway and buildings:		
Repair roadbed and track	$2,782 60	
Repair electric line construction	491 95	
Repairs of buildings	250 44	
		3,524 9
Maintenance of equipment:		
Repairs, cars and other vehicles	$2,075 04	
Repairs of electric equipment of cars	1,286 26	
Renewals of tools and machinery	.....	
		3,361 3
Transportation expenses:		
Cost of motive power	$3,103 48	
Wages of persons conducting transportation	7,785 20	
Removal of snow and ice	1,107 55	
		11,996 2
Damages for injuries to persons and to property	.....	7,483 1
Other transportation expenses:		
Car service expenses and supplies	.....	
Cleaning, oiling and sanding tracks	.....	
Total operating expenses		$31,611 4

DESCRIPTION OF EQUIPMENT.

Description of Equipment.	Equipped for Electric Power	Number Equipped	Total Passenger Cars	Equipped with Fenders	Equipped with Electric Heaters	Number of Motors
Box passenger cars	1	.....	.....	.....	1 Stove	.....
Open passenger cars	2	.....	.....	.....	.....	.....
Total	.....	.....	.....	.....	.....	.....
Cars other service—						
Other cars (motor) baggage	1	.....	.....	.....	.....	.....
Snow plows	.....	.....	.....	.....	.....	.....

Miscellaneous Equipment.

Highway vehicles	0
Tower wagon	0
Tip carts	0

Railway Owned and Operated.

	Miles
Length of railway line computed as single track	7¼
Length of sidings and switches	0

Accidents to Persons.

Killed and Injured.	From causes beyond their own control.		From their own carelessness		Total.	
	Killed	Injured	Killed	Injured	Killed	Injured
Passengers	.....	12	.....	12	.....	12
Employees	.....	.....	.....	.....	.....	.....
Other persons	.....	.....	.....	.....	.....	.....
Total	.....	12	.....	12	.....	12

Corporate name and address of the Company, Hamilton and Dundas Street Railway Company.

Names and business address of principal officers: President, Jno. Dickinson, Vice-President, J. W. Sutherland; Treasurer, J. R. Moodie; Counsel, Gibson, Osborne, O'Rielly & Levy; Auditors, C. S. Scott & A. E. Mason; Gen. Manager, W. C. Hawkins; Superintendent, J. G. Gibson.

Names and residence of Board of Directors: John Dickinson, J. R. Moodie, Alex. Bruce (Toronto), A. E. Rundle (Toronto), J. W. Sutherland, Jas. Dixon, Hon. J. M. Gibson.

HAMILTON, GRIMSBY AND BEAMSVILLE ELECTRIC RAILWAY.

General Balance Sheet, 30 June, 1908.

Assets:		
Cost of railway:		
Roadbed and tracks	.....	...
Electric line construction, including poles and wiring	.....	
Total cost of railway owned		
Cost of equipment:		
Cars and other rolling stock and vehicles	.....	
Cost of electric equipment of same	.....	
Other items of equipment	.....	
Office furniture	.....	
Total cost equipment		
Cost of land and buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Other buildings necessary for operation of railway	.....	
Total cost of land and buildings owned		$399,685 73
Cash	$26,510 41	
Bills and accounts receivable	2,684 64	
Other current assets	.....	
Miscellaneous assets	.....	
Material and supplies	400 00	
		29,595 05
Profit and loss balance deficit	.....	.....
Total assets		$429,280 78

Liabilities:		
Capital stock	$235,000 00	$235,000 00
Funded debt		150,000 00
Current liabilities:		
Loans and notes payable		
Audited voucher and accounts, taxes		1,004 50
Miscellaneous current liabilities		503 68
Accrued liabilities:		
Interest accrued and not due		3,062 33
Profit and loss account balance surplus		39,710 27
Total liabilities		$429,280 78
Capital stock:		
Authorized by law	$235,000 00	$235,000 00
Authorized by votes of company		235,000 00
Outstanding		235,000 00
Number of stock holders		10 00

FUNDED DEBT.

Description Bonds.	Rate Interest.	Maturity Bonds.	Amount of Bonds Outstanding.	Interest paid during year.
	5 per cent.	1933 1st May	$150,000	$7,500 00

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year			473,099
Number carried per mile of main track operated			21,505
Number of car miles run			285,225
Average number of persons employed			46
Company commenced operation			
General exhibit:			
Gross earnings from operating		$90,182 71	
Less operating expenses		65,754 14	
Gross income over operating expenses			$25,028 57
Charges upon income:			
Accrued during year			
Interest on funded debt		$7,500 00	
Interest on unfounded debt and loans			
Taxes Municipal	$1,984 91		
Taxes Provincial	250 00		
		2,234 91	
Payment to municipalities for franchise		514 00	
Total deduction from income			10,248 91
Surplus			$14,779 66
Earnings from operation:			
From passengers carried		$70,417 87	
From mails		469 00	
From carriage of freight		12,056 65	
From express and parcels		5,077 38	
From other sources		2,161 81	
Total gross earnings from operation			$90,182 71
Expenses of operation:			
General expenses:			
Salaries of officers and clerks		$6,057 06	
General office expenses and supplies		260 19	
Legal expenses		1,359 73	
Insurance		1,815 95	
			$9,492 93

Other general expenses:		
Advertising	.....	
Miscellaneous general expenses	.....	
		.....
Maintenance roadway and buildings:		
Repair roadbed and track	$7,648 70	
Repair electric line construction	1,748 69	
Repair of buildings	136 13	
		9,533 52
Maintenance of equipment:		
Repairs, cars and other vehicles	$4,454 22	
Repairs of electric equipment of cars	4,891 81	
Stabling	823 63	
		10,169 66
Transportation expenses:		
Cost of motive power	$13,049 01	
Wages of persons conducting transportation	13,209 32	
Removal of snow and ice	597 06	
Damages for injuries to persons and to property	.....	
		26,855 39
Other transportation expenses:		
Rentals of buildings and other Pty	$4,590 63	
Cleaning, oiling and sanding tracks	4,512 01	
		9,102 64
Total operating expenses		$65,154 14

DESCRIPTION OF EQUIPMENT.

Description of Equipment.	Equipped for Electric Power.	Number Equipped.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Motors.
Box passenger cars	10	.....	.....	.....	.....	.....
Open passenger cars	.....	.....	.....	.....	.....	.....
Total	10	.....	.....	.....	.....	.....
Cars Other Service—						
Other cars (express)	.....	.....	.....	.....	.....	.....
Snow plows	.....	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

Highway vehicles, 1 lorry, 1 horse	.....
Tower wagon	.....
Tip carts	.....

RAILWAY OWNED AND OPERATED.

Length of sidings and switches	22
Length of railway line computed as single track, miles	.....

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers	.....	10	.....	10	.....	10
Employees	.....	.....	.....	.....	.....	.....
Other persons	.....	.....	.....	.....	.....	.....
Totals	.....	10	.....	10	.....	10

Corporate name and address of the Company, Hamilton, Grimsby and Beamsville Electric Railway Company.

Names and business addresses of principal officers: J. W. Nesbitt, President, Hamilton; Jno. Dickenson, Vice-President, Hamilton; John R. Moodie, Treasurer, Hamilton; Gibson, O'Reilly & Levy, General Counsel, Hamilton; W. G. E. Boyd, Auditor, Hamilton; W. C. Hawkins, General Manager, Hamilton; J. G. Gibson, Superintendent, Hamilton.

Names and residence of Board of Directors: J. W. Nesbitt, Hamilton; John Dickenson, Hamilton; J. R. Moodie, Hamilton; James Dixon, Hamilton; J. M. Gibson, Hamilton; W. C. Hawkins, Hamilton; J. W. Sutherland, Hamilton; J. G. Gauld, Hamilton.

HAMILTON STREET RAILWAY COMPANY.

GENERAL BALANCE SHEET, 30TH JUNE, 1908.

Assets:		
Cost of Railway:		
Roadbed and tracks	.....	
Electric line construction, including poles and wiring...	.....	
Total cost of railway owned		.....
Cost of Equipment:		
Cars and other rolling stock and vehicles	.....	
Cost of electric equipment of same	.....	
Other items of equipment	.....	
Office furniture	.....	
Total cost equipment	.....	
Cost of Land and Buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Other buildings necessary for operation of railway	.....	
Total cost of land and buildings owned		$708,043 68
Cash	$63,376 03	
Bills and accounts receivable	2,712 92	
Sinking and special funds	42,241 30	
Miscellaneous assets, insurance prepaid	5,614 50	
Material and supplies	.....	
		113,944 75
Profit and loss balance deficit		.....
Total assets		$821,988 43

abilities:

Capital stock	$205,000 00	
Funded debt	500,000 00	
		$705,000 00

Current Liabilities:

Loans and notes payable	.....	
Suspense	$9,124 53	
Miscellaneous current liabilities	10,094 61	
		19,219 14

Accrued Liabilities:

Interest accrued and not due	1,867 50
Profit and loss account balance surplus	95,901 79
Total liabilities	$821,988 43

pital Stock

Authorized by law	$205,000 00
Authorized by votes of Company	205,000 00
Outstanding	205,000 00
Number of stockholders	.....

FUNDED DEBT.

Description Bonds.	Rate Int.	Maturity Bonds.	Amount of Bonds Outstanding.	Interest paid during year.
.....	4½	1928 22 Dec.	500,000	$22,500 00

VOLUME OF TRAFFIC, ETC.

umber of paying passengers carried during year	8,078,816
umber carried per mile of main track operated	367,219
umber of car miles run	1,610,402
verage number of persons employed	152
ompany commenced operated	1873

eneral Exhibit:

Gross earnings from operating	$322,943 10	
Less operating expenses	211,663 30	
Gross income over operating expenses		$111,279 80

Charges upon Income:

Accrued during year	.....	
Interest on funded debt	$22,500 00	
Interest on unfunded debt and loans	.....	
Taxes municipal	$2,333 07	
Taxes provincial	416 54	
	2,743 61	
Payment to municipalities for franchise	33,239 64	
Total deduction from income		58,483 25
Surplus		$52,796 55

Earnings from Operation:

From passengers carried	$322,133 70	
From mails	.....	
From advertising in cars	641 40	
From other sources	168 00	
Total gross earnings from operation		$322,943 10

Expenses of Operation:		
General Expenses:		
Salaries of officers and clerks	$15,599 72	
General office expenses and supplies	448 95	
Legal expenses	1,391 23	
Insurance	$13,335 82	
		$30,775
Other General Expenses:		
Advertising	.....	
Miscellaneous general expenses	.....	
Maintenance Roadway and Buildings:		
Repair roadbed and track	$12,666 28	
Repair electric line construction	1,820 30	
Repair of buildings	345 42	
		14,832
Maintenance of equipment:		
Repairs, cars and other vehicles	$13,362 00	
Repairs of electric equipment of cars	12,341 25	
Renewals of tools and machinery		25,703
Transportation expenses:		
Cost of motive power	$42,997 74	
Wages of persons conducting transportation	75,705 94	
Removal of snow and ice	4,231 02	
		122,934
Other transportation expenses:		
Car service expenses and supplies		17,417
Cleaning, oiling and sanding tracks		
Total operating expesses		$211,663

DESCRIPTION OF EQUIPMENT.

Description of Equipment.	Equipped for Electric Power.	Number Equipped.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Motors.
Box passenger cars	44	.....	.....	44	12	.....
Open passenger cars	37	.....	.....	37	32	Stove
Total	81	.....	.....	81	44	.....
Cars other service—						
Other cars (motor)	.....	.....	.....	....	.....	.....
Snow Plows	2	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

Highway vehicles	.....
Tower wagon	.....
Tip carts	.....

RAILWAY OWNED AND OPERATED.

	Miles
Length of railway line computed as single track	2
Length of sidings and switches	.....

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers	2	289	.....	.....	2	289
Employees	0	0	.....	.....	.....	.....
Other persons	0	0	.....	.....	.....	.....
Totals	2	289	2	.....	2	289

Corporate name and address of the Company: Hamilton Street Railway Co.

Names and business addresses of principal officers: President, Hon. Mr. Gibson, Hamilton; Vice-President, John Dickenson, Hamilton; Treasurer, J. R. Moodie, Hamilton; Counsel, Gibson, Osborne and O'Reilly, Hamilton; Auditors, C. S. Scott, F. H. and A. Mason, Hamilton; General Manager, W. C. Hawkins; Superintendent, W. N. Miller.

Names and residence of Board of Directors: Hon. Mr. Gibson, John Dickenson, J. R. Moodie, James Dixon, John Paterson, Alex. Bruce (Toronto), W. E. Rundle (Toronto).

INTERNATIONAL TRANSIT COMPANY.

GENERAL BALANCE SHEET, 30 JUNE, 1908.

Assets:		
Cost of railway:		
Roadbed and tracks, engineering, etc.	$132,515 58	
Electric line construction, including poles and wiring	24,073 90	
Total cost of railway owned		$156,589 48
Cost of equipment:		
Cars and other rolling stock and vehicles	$26,365 97	
Cost of Electric equipment of same	17,553 87	
Other items of equipment	4,679 74	
Ferries	89,215 18	
Total cost equipment		137,814 76
Cost of land and buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Other buildings necessary for operation of railway	.....	
Total cost of land and buildings owned		26,956 79
Cash	$916 60	
Bills and accounts receivable	9,103 09	
Sinking and other funds	7,783 18	
		17,802 87
Miscellaneous assets, old Company	$231,931 52	
Material and supplies	6,796 79	
		238,728 31
Securities pledged with National Trust Company		212,000 00
Profit and loss balance deficit		12,987 24
Total assets		802,879 45
Liabilities:		
Capital stock, common		$148,250 00
Funded debt, 1st mortgage bonds		512,000 00
Current liabilities:		
Loans and notes payable by Lake Superior Co.		$95,714 32
Other		$32,476 21
Audited voucher and accounts		11,672 83
Salaries and wages		2,766 09

Accrued liabilities:	
Interest accrued and not due	
Profit and loss account balance surplus	
Total liabilities	$802,879 45
Capital stock:	
Authorized by law	$148,250 00
Authorized by votes of Company	148,250 00
Outstanding	148,250 00
Number of stock holders	13

FUNDED DEBT.

Description Bonds.	Rate Int.	Maturity Bonds.	Amount of Bonds outstanding.	Interest paid during year.
	5%	1819 1st July.	$512,000	$25,600

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year	956,329
Number carried per mile of main track operated	263,452
Number of car miles run	263,881
Average number of persons employed	27
Company commenced operation	1886

General exhibit:		
Gross earnings from operating		$40,018 73
Less operating expenses		31,307 39
Gross income over operating expenses		$8,711 34
Add ferry operation		32,921 37
		$41,632 71
Charges upon income:		
Accrued during year		
Interest on funded debt	$15,000 00	
Interest on unfunded debt and loans	1,326 55	
Taxes	473 60	
Expenses of operation, ferry	25,530 98	
Total deduction from income		42,331 13
Deficit		$698 42
Earnings from operation:		
From passengers carried	$39,404 70	
From mails		
From advertising in cars	614 03	
From other sources		
Total gross earnings from operation		$40,018 73
Expenses of operation:		
General expenses:		
Salaries of officers and clerks	$2,871 88	
General office expenses and supplies	763 71	
Legal expenses	377 64	
Insurance	744 81	
		$4,758 04
Other general expenses:		
Advertising		
Miscellaneous general expenses	$1,733 94	
		1,733 94

Maintenance roadway and buildings:		
Repair roadbed and track	$715 86	
Repair electric line construction	106 71	
Repair of buildings	583 82	
		1,406 39
Maintenance of equipment:		
Repairs, cars and other vehicles	$3,106 84	
Repairs of electric equipment of cars	33 15	
Renewals of tools and machinery	.....	
		3,139 99
Transportation expenses:		
Cost of motive power	$7,000 00	
Wages of persons conducting transportation	13,167 96	
Removal of snow and ice	101 07	
Damages for injuries to persons and to property	.....	
		20,269 03
Other transportation expenses:		
Car service expenses and supplies	.....	
Cleaning, oiling and sanding tracks	.....	
Total operating expenses		$31,307 39

DESCRIPTION OF EQUIPMENT.

Description of equipment.	Equipped for electric power.	Number equipped.	Total passenger cars.	Equipped with fenders.	Equipped with electric heaters.	Number of motors.
Box passenger cars	8	.....	.....	8	8	.....
Open passenger cars	.....	.....	.....	.....	.....	.....
Total	8	.....	.....	8	8	.....
Cars other service—						
Other cars (motor)	.....	.....	.....	.....	.....	.....
Snow plows	1	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

Highway vehicles	none.
Power wagon	none.
Dip carts	none.

RAILWAY OWNED AND OPERATED.

	Miles.
Length of railway line computed as single track	3.37
Length of sidings and switches	.26
	3.63

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers	.....	1	.....	.....	.....	1
Employees	.....	.....	.....	.....	.....	.....
Other persons	.....	1	.....	1	.....	2
Total	.....	2	.....	1	.....	3

Corporate name and address of the Company: International Trust Company.

Names and business addresses of principal officers: President, C. D. Warren, Toronto; Vice-President, C. E. Orris, New York; 2nd Vice-President, J. J. Drummond, Montreal; Sec.-Treas., J. J. Terry, Jr., New York; Assist,-Sec. and Treas., A. H. Chitty, St. Marie; Gen. Counsel, Rowell, Reid & Co., Toronto; Local Counsel, J. E. Irving; Auditor, J. S. Wynn; Manager, T. J. Kennedy.

Names and residence of Board of Directors: A. S. Boller, C. E. Orris, D. Clark,

Names and residence of Board of Directors: A. S. Boller, C. E. Orris, New York; J. J. Terry, J. T. Terry, Jr., New York; F. S. Clegul (St. Marie), F. B. Reeves (Philadelphia), T. J. Drummond (Montreal), C. L. Hinckman (Philadelphia), J. Tatnallea (Philadelphia), E. Q. Trowbridge (New Haven), C. D. Warren (Toronto).

KINGSTON, PORTSMOUTH & CATARAQUI RAILWAY.

General Balance Sheet, 30th June, 1908.

Assets:—		
Cost of Railway:		
Roadbed and tracks	.....	
Electric line construction, including poles and wiring	.....	
Total cost of railway owned	.....	
Cost of Equipment:		
Cars and other rolling stock and vehicles	.....	
Cost of electric equipment of same	.....	
Other items of equipment	.....	
Office furniture	.....	
Total cost equipment	.....	
		$183,100 00
Cost of Land and Buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Other buildings necessary for operation of railway	.....	
Total cost of land and buildings owned	.....	
Cash	.....	
Bills and accounts receivable	.....	
Other current assets	.....	
Miscellaneous assets	.....	
Material and supplies	.....	
Profit and loss balance deficit	.....	
Total assets	.....	$183,100 00
Liabilities:—		
Capital stock, common, $40,000; preferred, $43,100	.....	$83,100 00
Funded debt (secured by mortgage)	.....	100,000 00
		$183,100 00
Current Liabilities:		
Loans and notes payable	.....	
Audited voucher and accounts	.....	
Miscellaneous current liabilities	.....	
Accrued Liabilities:		
Interest accrued and not due	.....	2,000 00
Profit and loss account balance surplus	.....	
Total liabilities	.....	$185,100 00
Capital Stock:—		
Authorized by law	$83,100 00	
Authorized by votes of Company	83,100 00	
Outstanding	83,100 00	
Number of stock holders, common 20, preferred 5	.....	

FUNDED DEBT.

Description Bonds.	Rate Int.	Maturity Bonds	Amount of Bonds Outstanding.	Interest paid during year.
.....	4%	1926, 7 May	$100,000 00	$3,945 00

VOLUME OF TRAFFIC, ETC.

Number of passengers carried during the year		665,055
Number carried per mile of main track operated		83,132
Number of car miles run		199,680
Average number of persons employed		20
Company commenced operations		1876
General exhibit:		
Gross earnings from operating	$29,711 89	
Less operating expenses	27,678 81	
Gross Income over operating expenses		$2,033 08
Charges upon income:		
Accrued during year		
Interest on funded debt		3,945 00
Interest on unfunded debt and loans		
Taxes		
Payment to Municipalities for franchise		
Total deduction from Income		
Deficit		$1,911 92
Earnings from operation:		
From passengers carried	$28,385 85	
From rentals of Pty. & C.	984 04	
From advertising in cars	342 00	
From other sources		
Total gross earnings from operation		$29,711 98
Expenses of operation:		
General expenses:		
Salaries of officers and clerks	$1,725 00	
General office expenses and supplies	326 90	
Legal expenses		
Insurance	517 19	
		$2,569 09
Other general expenses		1,698 25
L. O. Park		1,706 88
Maintenance roadway and buildings:		
Repair roadbed and track	$2,911 47	
Repair electric line construction	748 78	
Repair of buildings	13 56	
		3,673 81
Maintenance of equipment:		
Repairs, cars and other vehicles	$3,434 16	
Repairs of electric equipment of cars	849 60	
Renewals of tools and machinery		
		4,283 70

Transportation expenses:		
Cost of motive power	$4,728 69	
Wages of persons conducting transportation	7,197 49	
Removal of snow and ice	1,166 09	
Damages for injuries to persons and to property	654 75	
		13,747 02
Other transportation expenses:		
Car service expenses and supplies	.....	
Cleaning, oiling and sanding tracks	.....	
Total operating expenses	.....	$27,678 81

Description of Equipment.

Description of Equipment.	Equipped for Electric Power.	Number Equipped.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Motors.
Box passenger cars	11	.....	.....	26	11	stoves.
Open passenger cars	12	.....	.....	.....	.....	.....
Total	23	.....	.....	.....	.....	.....
Cars other service—						
Other cars (motor)	1	.....	.....	.....	.....	.....
Snow plows	2	.....	.....	.....	.....	.....

Miscellaneous Equipment.

Highway vehicles	.....
Tower wagon, 1; horse, 1	.....
Tip carts	.....

Railway Owned and Operated.

	Miles.
Length of railway line computed as single track	8
Length of sidings and switches	.....

Accidents to Persons.

Killed and Injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers	1	1	.....	.....	1	1
Employees	.....	.....	.....	.....	.....	.....
Other persons	.....	.....	.....	.....	.....	.....
Totals	1	1	.....	.....	1	1

Corporate name and address of the Company: Kingston, Portsmouth and Cataraqui Electric Railway Co.

Names and businesses of principal officers: President, H. W. Richardson; Vice-President, R. Varson Rogers; Treasurer, W. F. Nickle; Secretary, W. F. Nickle; Counsel, W. F. Nickle; General Manager, H. C. Nickle.

Names and residences of Board of Directors: H. W. Richardson, Kingston; W. F. Nickle, Kingston; R. V. Rogers, Kingston; W. D. Ross, Toronto; George Richardson, Kingston; Hugh C. Nickle, Kingston; James Richardson, Kingston.

LONDON STREET RAILWAY COMPANY.

General Balance Sheet, 30th June, 1908.

Assets:		
Cost of railway:		
Roadbed and tracks		
Electric line construction, including poles and wiring		
Total cost of railway owned		
Cost of equipment:		
Cars and other rolling stock and vehicles		
Cost of electric equipment of same		
Other items of equipment		
Office furniture		
Total cost of equipment		
Cost of land and buildings:		
Land necessary for operation of railway		
Electric power stations, including equipment		
Other buildings necessary for operation of railway		
Total cost of land and buildings owned		
		$1,112.395 27
Cash	$1,765 74	
Bills and accounts receivable	1,716 49	
Other current assets, insurance unexpired	5,086 20	
Miscellaneous assets, suspense	12,326 89	
Material and supplies	28,662 80	
		49,558 12
Profit and loss balance deficit		
Total assets		$1,161,953 39
Liabilities:		
Capital stock		$544,640 00
Funded debt		500.000 00
R. I. E. mortgage		750 00
Current liabilities:		
Loans and notes payable	$46,124 57	
Audited voucher and accounts	26,344 16	
Miscellaneous current liabilities	14 08	
		$72,482 81
Sinking Fund		1,101 04
Tickets not redeemed		4,540 42
Accrued liabilities:		
Interest accrued and not due	$7,730 00	
Taxes accrued and not due	2,100 00	
		9,830 00
Profit and loss account balance surplus		28,609 12
Total liabilities		$1,161,953 39
Capital stock:		
Authorized by law		$750.000 00
Authorized by votes of Company	$550,000 00	
Outstanding, common, $513,520; preferred, $31,120		544,640 00
Number of stock holders		59

FUNDED DEBT.

Description Bonds.	Rate Int.	Maturity Bonds.	Amount of Bonds Outstanding	Interest paid during year.
.....	5%	1625 March, 8	$500,000	$25,000 00

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year		6,239,596
Number carried per mile of main track operated		186,600
Number of car miles run		1,425,995
Average number of persons employed		175
Company commenced operations		1873
General exhibit:		
Gross earnings from operating	$230,773 59	
Less operating expenses	161,145 11	
Gross income over operating expenses		$69,628 48
Springbank Theatre		1,162 06
		$70,790 54
Charges upon income:		
Accrued during year		
Interest on funded debt	$25,000 00	
Interest on unfunded debt and loans	2,717 42	
Taxes, Municipal, $3,955.90; Provincial, $372.50	4,328 40	
Expenses, Springbank Theatre	2,362 68	
		34,408 50
Total deduction from income		
Surplus		$36,382 04
Dividend, 3 per cent, $550,000.00		$16,500 00
Surplus		$19,882 04
Earnings from operation:		
From passengers carried	$226,552 08	
From mails	1,240 00	
From advertising in cars	1,262 00	
From other sources	1,719 51	
Total gross earnings from operation		$230,773 59
Expenses of operation:		
General expenses:		
Salaries of officers and clerks	$5,060 99	
General office expenses and supplies	2,408 08	
Legal expenses	409 96	
Insurance	2,183 87	
		10,062 90
Other General expenses:		
Advertising		
Miscellaneous shop expenses	$2,593 04	
Maintenance roadway and buildings:		
Repair roadbed and track	$13,277 83	
Repair electric line construction	3,245 71	
Repair of buildings	290 44	
		16,813 98
Maintenance of equipment:		
Repairs, cars and other vehicles	$10,289 06	
Repairs of electric equipment of cars	9,145 71	
Renewals of tools and machinery	746 22	
		20,180 99

Transportation expenses:		
Cost of motive power	$34,493 39	
Wages of persons conducting transportation	60,578 46	
Removal of snow and ice	1,150 42	
Damages for injuries to persons and to property	9,062 05	
		105,284 32
Other transportation expenses:		
Cleaning, oiling and sanding tracks	.....	
Car service expenses and supplies	$6,209 88	6,209 88
Total operating expenses	.....	$161,145 11

DESCRIPTION OF EQUIPMENT.

Description of Equipment.	Equipped for Electric Power.	Number Equipped.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Motors.
Box passenger cars	39	.....	.....	39	36	Stoves
Open passenger cars	9	.....	.....	9	3	Heaters
Total	.....	.....	.....	.....	.....	.....
Cars other service—						
Other cars (motor) tool, 1, platform, 1	.....	.....	.....	.....	.....	.....
Snow Plows	1	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

Highway vehicles	.....
Tower wagons, 2; horses, 2	.....
Boilers, 6; engines, 4; generators, 7	.....

RAILWAY OWNED AND OPERATED.

	Miles.
Length of railway line computed as single track	25,222
Length of sidings and switches	7,091
Car houses	1,127
Total miles	33,440

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond there own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Possengers	.....	.....	.....	76	.....	76
Employees	.....	.....	.....	6	.....	6
Other persons	.....	.....	.....	46	.....	46
Totals	.....	.....	.....	128	.....	128

Corporate name and address of the Company.

London Street Railway Company.

Name and business addresses of principal officers.

President—H. A. Everett, Cleveland.
Vice-President—T. H. Smallman, London.
Treasurer—G. H. Bentson, London.
Clerk of Corp.—G. H. Bentson, London.
General Counsel—Ivey & Dromgole, London.
General Manager—C. B. King, London.
Superintendent—E. Whittaker.
Auditors—F. H. Coles, A. E. Jerdon.

Names and residences of Board of Directors.

H. A. Everett, Cleveland. W. H. Spencer, London.
E. W. Moore, Cleveland. C. W. Mason, Cleveland.
T. H. Smallman, London. H. T. Holt, Cleveland.
P. W. D. Brodderick, London.

NIAGARA FALLS PARK & RIVER DIVISION OF THE INTERNATIONAL RAILWAY COMPNY.*

GENERAL BALANCE SHEET, 30TH JUNE, 1908.

*Capital and bonded indebtedness of the Niagara Falls Park and River Railway Company was taken over by International Railway Company, by sale, July 1st, 1902 and is included in total shewn for these rates of latter Company.

Assets:		
Cost of railway:		
		Estimated
Roadbed and tracks	.....	
Electric line construction, including poles and wiring	.....	
Total cost of railway owned	.....	
Cost of equipment:		
Cars and other rolling stock and vehicles	.....	
Cost of electric equipment of same	.....	
Other items of equipment	.....	
Office furniture	.....	
Total cost equipment	.....	
Cost of lands and buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Other buildings necessary for operation of railway	.....	
Total cost of land and buildings owned	.....	
		$1,200,000 00
Cash	.....	
Bills and accounts receivable	.....	
Other current assets	.....	
Miscellaneous assets	.....	
Material and supplies	.....	
Profit and loss balance deficit	.....	
Total assets	.....	$1,200,000 00

Liabilities:		
Capital stock		$600,000 00
Funded debt		600,000 00
Current liabilities:		
Loans and notes payable		
Audited voucher and accounts		
Miscellaneous current liabilities		
Accrued liabilities:		
Interest accrued and not due		
Profit and loss account balance surplus		
Total liabilities		$1,200,000 00
Capital stock:		
Authorized by law		
Authorized by votes of Company		
Outstanding		
Number of stock holders		

FUNDED DEBT—(Cannot furnish).

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year	1,221,782
Number carried per mile of main track operated	53,646
Number of car miles run	368,279
Average number of persons employed	57
Company commenced operation	

General exhibit:			
Gross earnings from operating	$135,840 84		
Less operating expenses	75,193 14		
Gross income over operating expenses			$60,647 70
Add rentals and other revenue			6,675 18
			$67,322 88
Charges upon income:			
Depreciation	$1,685 45		
Interest on funded debt	30,000 00		
Interest on unfunded debt and loans	7,621 52		
Taxes, Municipal, $2,504.98; Provincial, $283.90	2,788 88		
Payment to Municipalities for franchise			
Total deduction from income			$42,095 85
Surplus or deficit			$25,227 03
Earnings from operation:			
From passengers carried	$133,068 84		
From mails	200 01		
From advertising in cars	1,051 32		
From other sources, switching, $1,181.35; exhibition, $339.32	1,520 67		
Total gross earnings from operation			$135,840 84
Expenses of operation:			
General expenses:			
Salaries of officers and clerks	$3,759 85		
General office expenses and supplies	1,401 42		
Legal expenses	1,250 33		
Insurance	3,240 00		
			$9,651 60

Other general expenses:		
Other general expenses	$4,804 31	
Miscellaneous general expenses	368 06	
		5,172 3
Maintenance roadway and buildings:		
Repair roadbed and track	$8,240 40	
Repair electric line construction	1,059 77	
Repair of buildings	226 54	
		9,526 7
Maintenance of equipment:		
Repairs, cars and other vehicles	$2,024 47	
Repairs of electric equipment of cars	1,960 93	
Renewals of tools and machinery, etc.	225 84	
		4,211 2
Transportation expenses:		
Cost of motive power	$7,071 05	
Wages of persons conducting transportation	25,857 84	
Removal of snow and ice	586 22	
Damages for injuries to persons and to property	1,218 11	
		34,733 2
Other transportation expenses:		
Car service expenses and supplies, etc.	$1,898 00	
Rental, right of way	10,000 00	
Cleaning, oiling and sanding tracks	11,898 00	
Total operating expenses		$75,193 14

Description of Equipment.

Description of Equipment.	Equipped for Electric Power.	Number Equipped.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Motors.
Box passenger cars	8	.....	.....	.....	8	.....
Open passenger cars	10	.....	.....	.....	.....	.....
Total	18	.....	.....	.....	8	.....
Cars other service:—						
Other cars (motor) Baggage 1, Platform 1	.....	.....	.....	.....	.....	.....
Snow plows	1	.....	.....	.....	.....	.....

Miscellaneous Equipment.

Highway vehicles	.....
Tower wagon	.....
Tip carts	.....

Railway Owned and Operated.

	Miles.
Length of railway line computed as single track	11.751
Length of second track	11.024
Length of sidings, etc.	1.184
Total miles	23.959

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers		10				10
Employees						
Other persons						
Totals		10				10

Corporate name and address of the Company.

Niagara Falls Park and River Division of the International Railway Company.

Names and business address of principal officers: President, H. J. Pierce, Buffalo; Vice-President, T. E. Mitten, Chicago; Treasurer, J. F. Slocum, Buffalo, Clerk of Corporation, J. F. Slocum, Buffalo; Counsel, Norton Penn & Co., Buffalo; Auditor, Daniel Deininger, Buffalo; General Manager, T. W. Wilson, Buffalo; Superintendent, N. B. Bauer, Buffalo.

Names and residence of Board of Directors: G. S. Boisseram, O. H. Payne, A. Robinson, New York; S. M. Clement, R. L. Fryer, W. H. Gratwick, N. Porter, Buffalo; Morris Cohen, Niagara Falls; F. D. Cuyler, Philadelphia; T. E. Mitten, Chicago; E. B. Osler, Toronto; Ann Robinson, Louisville; J. C. Russell, Louisville; G. B. Schey, Far Hills; H. M. Watson, Buffalo; H. J. Peirce, Buffalo.

PETERBORO RADIAL RAILWAY CO.

GENERAL BALANCE SHEET, 30 JUNE, 1908.

Assets:		
Cost of railway:		
Paid for old road		$108,692 75
Roadbed and tracks	$29,173 86	
Electric line construction, including poles and wiring	8,401 94	
Total cost of railway owned		37,575 80
Cost of equipment:		
Cars and other rolling stock and vehicles	$23,107 91	
Cost of electric equipment of same	4,788 46	
Other items of equipment		
Office furniture		
Total cost equipment		27,896 37
Cost of land and buildings:		
Land necessary for operation of railway	$1,435 00	
Electric power stations, including equipment		
Other buildings necessary for operation of railway	1,287 27	
Total cost of land and buildings owned		2,722 27
Cash	$2,819 65	
Bills and accounts receivable	146 41	
Other current assets	433 03	
Miscellaneous assets, office furniture	522 44	
Material and supplies	1,509 91	
		5,431 44
Profit and loss balance deficit		
Total assets		$182,318 63

Liabilities:		
Capital stock		$100,000 00
Funded debt		50,000 00
Current liabilities:		
Loans and notes payable	$28,818 21	
Audited voucher and accounts		
Miscellaneous current liabilities	1,004 35	
		29,822 56
Accrued liabilities:		
Interest accrued and not due		
Profit and loss account balance surplus		2,496 07
Total liabilities		$182,318 63

Capital Stock:		
Authorized by law	$500,000 00	
Authorized by votes of Company	100,000 00	
Outstanding	100,000 00	
Number of stock holders	11	

FUNDED DEBT.

Description Bonds.	Rate Int.	Maturity Bonds.	Amount of Bonds Outstanding.	Interest paid during year.
	5%	1934 March 1	$50,000	$2,500

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year	665,430
Number carried per mile of main track operated	110,905
Number of car miles run	265,424
Average number of persons employed	42
Company commenced operation	Mch 17, 1902

General exhibit:		
Gross earnings from operating	$31,042 45	
Less operating expenses	27,942 63	
Gross income over operating expenses		$3,099 82
Charges upon income:		
Accrued during year		
Interest on funded debt	$2,500 00	
Interest on unfunded debt and loans	1,642 03	
Taxes		
Payment to Municipalities for franchise		
Total deduction from income		4,142 03
Deficit		$1,042 21

Earnings from operation:		
From passengers carried	$30,258 43	
From mails		
From advertising in cars	208 33	
From other sources	575 69	
Total gross earnings from operation		$31,042 45

Expenses of operation:		
General expenses:		
Salaries of officers and clerks	$3,230 75	
General office expenses and supplies	393 71	
Legal expenses	150 00	
Insurance	1,173 18	
		$4,947 64

Other general expenses:		
Advertising, Park & Co.		2,449 64
Miscellaneous general expenses		1,695 36
Maintenance roadway and buildings:		
Repair roadbed and track	$2,638 22	
Repair electric line construction	134 38	
Repair of buildings	.....	
		2,772 60
Maintenance of equipment:		
Repairs, cars and other vehicles	$2,308 31	
Repairs of electric equipment of cars	753 78	
Renewals of tools and machinery	.....	
		3,062 09
Transportation expenses:		
Cost of motive power	$1,500 00	
Wages of persons conducting transportation	11,205 16	
Removal of snow and ice	310 14	
Damages for injuries to persons and to property	.....	
		13,015 30
Other transportation expenses:		
Car service expenses and supplies	.....	
Cleaning, oiling and sanding tracks	.....	
Total operating expenses		$27,942 63

DESCRIPTION OF EQUIPMENT.

Description of Equipment	Equipped for Electric Power	Trailers	Total Passenger Cars	Equipped with Fenders	Equipped with Electric Heaters	Number of Motors
Box passenger cars	8	.....	.....	14	2 stoves	.....
Open passenger cars	2	.....	.....	.....	8 E.heat's	.....
Total	10	4		14	10	
Cars other service—						
Other cars (motor)	.....	.....	.....	.....	.....	.....
Snow plows (1) Snow sweepers (1)	.....	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

Highway vehicles	.....
Tower wagon	.....
Tip carts	.....

RAILWAY OWNED AND OPERATED.

	Miles.
Length of railway line computed as single track	6
Length of sidings and switches	1.427.42

ACCIDENTS TO PERSONS.

Killed and Injured	From causes beyond their own control		From their own carelessness		TOTAL	
	Killed	Injured	Killed	Injured	Killed	Injured
Passengers	.....	1	.....	.....	.....	.....
Employees	.....	.....	.....	.....	.....	.....
Other persons	.....	.....	.....	.....	.....	1
Totals	.....	1	.....	.....	.....	1

Corporate name and address of the Company: The Peterboro Radial Railway Co. Peterboro.

Names and business addresses of principal officers: President, Robert Stuart Chicago. Ill.; Vice-President, James C. Shook, Peterboro; Clerk of Corporation Robert Gordon, Chicago, Ill.; General Counsel, Dennistoun, Peck & Kerr; Auditor Robert Gordon, Chicago, Ill.; Gen. Manager, John O. K. Larmonth, Peterboro; name of officer to whom correspondence should be addressed, J. K. Larmonth, Manager Peterboro.

Names and residence of Board of Directors: Robert Stuart, Chicago, Ill.; Henry P. Crowell, Chicago, Ill.; James C. Shook, Peterboro; Thos. E. Bradburn, Peterboro John K. Larmonth, Peterboro; John Stewart, Chicago, Ill.; Robert Gordon, Chicago, Ill.

PORT ARTHUR ELECTRIC STREET RAILWAY.

General Balance Sheet, 30 June, 1908.

Assets:		
Cost of railway	$224,218 69	
Double tracking	37,703 78	
Electric line construction, including poles and wiring ...	.....	
Total cost of railway owned		$261,922 47
Cost of equipment:		
Cars and other rolling stock and vehicles	.....	
Cost of electric equipment of same	.....	
Other items of equipment	.....	
Office furniture	.....	
Total cost of equipment	.....	.....
Balance of proceeds, bonds on hand		17,296 22
Cost of land and buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Car barns necessary for operation of railway	$18,000 00	
Total cost of land and buildings owned		18,000 00
Cash	.....	
Bills and accounts receivable	.....	
Other current assets	.....	
Miscellaneous assets	.....	
Material and supplies	.....	
Total assets		$297,218 69
Liabilities:		
Funded debt	$248,712 65	
New sinking fund	25,069 78	
		$22,364 87
Current liabilities:		
Loans and notes payable	.....	
Audited voucher and accounts	.....	
Miscellaneous current liabilities	.....	
Accrued liabilities:		
Interest accrued and not due	.....	
Profit and loss account balance surplus		$73,575 82
Total liabilities		$297,218 69
Capital Stock:		
Authorized by law	.....	
Authorized by votes of Company	.....	
Outstanding	.....	
Number of stock holders	.....	

FUNDED DEBT.

Description Bonds.	Rate Int.	Maturity Bonds	Amount of Bonds Outstanding.	Interest paid during year.
.....	.....	1921 & 1937	$248,712 65	$10,018 12

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year			1,652,018
Number carried per mile of main track operated			183,557
Number of car miles run			196,078
Average number of persons employed			60
Company commenced operation			1893
General exhibit:			
Gross earnings from operating		$84,424 10	
Less operating expenses		60,373 22	
Gross income over operating expenses			$24,050 88
Charges upon income:			
Accrued during year		.....	
Interest on funded debt		10,018 12	
Principal annual debentures		2,242 15	
Taxes		.....	
Payment to Municipalities for franchise		.....	
Total deduction from income			$12,260 27
Surplus			$11,790 61
Earnings from operation:			
From passengers carried		$82,922 00	
From freight carried		.....	
From advertising in cars		512 00	
From other sources, express and parcels		990 10	
Total gross earnings from operation			$84,424 10
Expenses of operation:			
General expenses:			
Salaries of officers and clerks		$9,634 90	
General office expenses and supplies		.....	
Legal expenses		.....	
Insurance		1,196 46	
			$10,831 36
Other general expenses:			
Advertising		.....	
Miscellaneous general expenses		.....	
Maintenance of road way and buildings:			
Repair roadbed and track		$8,986 29	
Repair electric line construction		2,854 38	
Repair of buildings		111 82	
			$11,952 49
Maintenance of equipment:			
Repairs, cars and other vehicles		$11,467 58	
Repairs of electric equipment of cars		.....	
Renewals of tools and machinery		.....	
			$11,467 58
Transportation expenses:			
Cost of motive power		$5,559 44	
Wages of persons conducting transportation		19,273 55	
Removal of snow and ice		87 90	
Damages for injuries to persons and to property		1,200 90	
			$26,121 79
Other transportation expenses:			
Car service expenses and supplies		.....	
Cleaning, oiling and sanding tracks		.....	
Total operating expenses			$60,373 22

Description of Equipment.

Description of Equipment.	Equipped for Electric Power.	Number Equipped.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Motors
Box passenger cars	14	.....	.....	14	10 stoves.	...
Passenger cars, trailer	1	.....	.....	.....	4 electric h.	...
Total	15	.....	.....	14	....	...
Cars other service :—						
Other cars (motor), baggage (1) platform (2)	.....	.....	.....	.....	.....	...
Plows, Tool (1)	.....	.....	.....	.....	.....	...

Miscellaneous Equipment.

Highway vehicles .....
Tower wagon .....
Tip carts .....

Railway Owned and Operated.

	Miles.
Length of railway line computed as single track	9
Length of railway line computed as second track	250
Length of sidings and switches	66
	12.10

Accidents to Persons.

Killed and injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passenger	.....	.....	.....	1	.....	.....
Employees	.....	.....	1	.....	1	1
Other persons	.....	.....	.....	.....	.....	.....
Totals	.....	.....	1	1	1	1

Corporate name and address of the Company:

Names and business addresses of principal officers: Treasurer, W. J. Gurney; Clerk of Corporation, J. McTergue; Counsel, F. H. Keefer; Auditors, I. H. Fisher, F. J. C. Rodden; Gen. Manager, T. H. McCauley, all of Port Arthur, Ont.

Names and residence of Board of Commissioners: W. P. Cooke, W. F. Fortune, George Hodder, J. A. Little, J. J. Carrick, Mayor, all of Port Arthur, Ont.

SANDWICH, WINDSOR AND AMHERSTBURG RAILWAY CO.

General Balance Sheet, 30 June, 1908.

Assets:		
Cost of railway:		
Roadbed and tracks		
Electric line construction, including poles and wiring		
Total cost of railway owned		
Cost of equipment:		
Cars and other rolling stock and vehicles		
Cost of electric equipment of same		
Other items of equipment		
Office furniture		$914,428 64
Total cost equipment		
Cost of land and buildings:		
Land necessary for operation of railway		
Electric power stations, including equipment		
Other buildings necessary for operations of railway		
Total cost of land and buildings owned		
Cash	$2,324 74	
Bills and accounts receivable	172,566 30	
		$174,891 04
Other current assets, prepaid taxes	2,825 34	
Miscellaneous assets	.....	
Material and supplies	1223 14	
		$4,048 48
Total assets		$1,093,368 16
Liabilities:		
Capital stock		$297,000 00
Funded debt		490,000 00
Current liabilities:		
Loans and notes payable	$70,000 00	
Audited voucher and accounts	198,141 84	
Miscellaneous current liabilities, tickets unredeemed	1,932 78	
Accrued liabilities:		
Sinking Fund	$733 28	
Interest accrued and not due	1,500 00	
Other liabilities, insurance	542 26	
Profit and loss account balance surplus	335 18	306,368 16
Total liabilities		$1,093,368 16
Capital Stock:		
Authorized by law	.....	.....
Authorized by votes of Company	.....	.....
Outstanding	.....	.....
Number of stock holders	.....	.....

Funded Debt.

Description Bonds.	Rate Int.	Maturity Bonds.	Amount of Bonds Outstanding.	Interest paid during year.
.....	4½	1922 Dec 1.	$490,000	$18,000

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year		2,604,0
Number carried per mile of main track operated		73,47
Number of car miles run		601,57
Average number of persons employed		
Company commenced operation		187
General exhibit:		
Gross earnings from operating	$142,368 77	
Gross earnings from lighting	23,386 92	165,755 6
Less operating expenses		76,000 1
Gross income over operating expenses		$89,755 5
Charges upon income:		
Accrued during year		
Interest on funded debt	18,000 00	
Interest on unfunded debt and loans		
Taxes, commutation	2,400 00	
Payment to Municipalities for franchise		
Total deduction from income		$20,400 0
Surplus or deficit		$69,355 5
Earnings from operation:		
From passengers carried	$137,316 74	
From mails	462 50	
From advertising in cars	500 00	
From other sources, express, $3,727.28; sundries, $362.25	4,089 53	
Total gross earnings from operation		$142,368 7
Expenses of operation:		
General expenses:		
Salaries of officers and clerks	$3,161 00	
General office expenses and supplies	388 04	
Legal expenses		
Insurance	850 00	
		$4,399 0
Other general expenses:		
Advertising	$374 86	
Miscellaneous general expenses	2,494 56	
		$2,869 4
Maintenance roadway and buildings:		
Repair roadbed and track	$6,801 89	
Repair electric line construction	2,881 32	
Repair of buildings	201 73	
		$9,884 9
Maintenance of equipment:		
Repairs, cars and other vehicles	$4,320 07	
Repairs of electric equipment of cars	1,582 68	
Renewals of tools and machinery		
		$5,902 7
Transportation expenses:		
Cost of motive power (net)	$16,871 53	
Wages of persons conducting transportation	33,743 12	
Removal of snow and ice	110 61	
Damages for injuries to persons and to property	604 11	
		$51,329 37
Other transportation expenses:		
Car service expenses and supplies	$1,614 62	1,614 62
Cleaning, oiling and sanding tracks		
Total operating expenses		$76,000 14

Description of Equipment.

Description of Equipment.	Equipped for Electric Power.	Number Equipped.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters	Number of Motors.
Box passenger cars	20	.....	.....	16	16	Stores
Open passenger cars	13	.....	.....	13	.....	.....
Total	33	.....	.....	29	.....	.....
Cars other service—						
Other cars (motor) trailers	4	.....	.....	.....	.....	.....
Snow plows (1)	2	1	.....	.....	.....	.....

Miscellaneous Equipment.

Highway vehicles	.....
Tower wagon	.....
Tip carts	.....

Railway Owned and Operated.

		Miles.
Length of railway line computed as single track	33,440	34.421
Length of sidings and switches	981	

Accidents to Persons.

Killed and Injured.	From causes beyond their own control.		From their own carelessness		Total.	
	Killed	Injured	Killed	Injured	Killed	Injured
Passengers	.....	1	.....	.....	.....	1
Employees	.....	.....	.....	.....	.....	.....
Other persons	.....	.....	.....	3	.....	3
Totals	.....	.....	.....	.....	.....	4

Corporate name and address of the Company: Sandwich, Windsor and Amherstburg Railway, Windsor, Ont.

Names and business addresses of principal officers: President, Jere C. Hutchins, Detroit, Mich.; Vice-President, Frank W. Brooks, Detroit, Mich.; Treasurer, Joseph Bampton, Detroit, Mich.; Secretary, Albert E. Peters, Detroit, Mich.; General Counsel, Clarke, Bartlet, and Bartlet, Windsor, Ont.; Auditor, Irwin Fullerton, Detroit, Mich.; General Manager, James Anderson, Windsor, Ont.; Superintendent, Moses Brocklebank, Windsor.

Names and residence of Board of Directors: J. C. Hutchins, Detroit, Mich.; F. W. Brooks, Detroit, Mich.; A. E. Peters, Detroit, Mich.; Joseph Bampton, Detroit, Mich.; Henry A. Everett, Cleveland, Ohio; Edward W. Moore, Cleveland, Ohio; Arthur Pack, Pontiac, Mich.; Allen F. Edwards, Detroit, Mich.

SARNIA STREET RAILWAY.

General Balance Sheet, 30 June, 1908.

Assets:		
Cost of railway:		
Roadbed and tracks	$84,634 60	
Electric line construction, including poles and wiring	12,191 14	
Total cost of railway owned		$96,825 74
Cost of equipment:		
Cars and other rolling stock and vehicles	$21,642 54	
Cost of electric equipment of same	26,755 48	
Other items of equipment		
Office furniture		
Total cost of equipment		48,398 02
Cost of land and buildings:		
Land necessary for operation of railway	$11,223 70	
Electric power stations, including equipment	7,714 82	
Other buildings necessary for operation of railway	13,779 97	
Total cost of land and buildings owned		32,718 49
Cash		3,439 94
Bills and accounts receivable		
Other current assets		
Miscellaneous assets		
Material and supplies		
Total assets		$181,382 19
Liabilities:		
Capital stock	$84,317 50	
Funded debt	65,900 00	
		150,217 50
Current liabilities:		
Loans and notes payable		10,500 00
Audited voucher and accounts		
Miscellaneous current liabilities		
Accrued liabilities:		
Interest accrued and not due		
Profit and loss account balance surplus		20,664 69
Total liabilities		$181,382 19
Capital stock:		
Authorized by law	$100,000 00	$100,000 00
Authorized by votes of company	87,200 00	87,200 00
Outstanding	84,317 50	84,317 50
Number of stock holders		59

Funded Debt.

Description Bonds.	Rate Int.	Maturity Bonds.	Amount of Bonds Outstanding.	Interest paid during year.
			$ c.	$ c.
	5%	1915, 10 Nov.	65,900 00	4,524 91

Volume of Traffic, etc.

Number of paying passengers carried during year	622,639
Number carried per mile of main track operated	88,924
Number of car miles run	149,430
Average number of persons employed	23
Company commenced operation	1874

General exhibit:

Gross earnings from operating	$52,436 79	
Less operating expenses	41,377 68	
Gross income over operating expenses		11,059 11
Charges upon income:		
Accrued during year		
Interest on funded debt	$4,524 91	
Interest on unfunded debt and loans		
Taxes		
Payment to municipalities for franchise		
Total deduction from income		4,524 91
Surplus or deficit		$6,534 20*

Earnings from operation:

From passengers carried	$38,406 65	
From mails	1,465 00	
From baggage, 3,778.95; freight, 5,255.66	9,034 61	
From other sources, pavilion, etc.	3,530 53	
Total gross earnings from operation		$52,436 79

*Dividend paid out of this fund, $6,717.97.

Expenses of operation:

General expenses:		
Salaries of officers and clerks	$3,306 00	
General office expenses and supplies	736 08	
Legal expenses	465 05	
Insurance	1,668 79	
		$6,175 92
Other general expenses:		
Advertising		
Miscellaneous general expenses, including park	4,641 83	
		4,641 83
Maintenance roadway and buildings:		
Repair roadbed and track	$275 04	
Repair electric line construction	57 62	
Repair of buildings		
		332 66
Maintenance of equipment:		
Repairs, cars and other vehicles	$415 21	
Repairs of electric equipment of cars	2,561 99	
Provender and stabling	1,792 27	
		4,769 47
Transportation expenses:		
Cost of motive power	$7,211 59	
Wages of persons conducting transportation	18,031 21	
Removal of snow and ice	215 00	
Damages for injuries to persons and to property		
		$25,457 80
Other transportation expenses:		
Car service expenses and supplies		
Cleaning, oiling and sanding tracks		
Total operating expenses		$41,377 68

Description of Equipment.

Description of Equipment.	Equipment for Electric power.	Trailers.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Motors.
Box passenger cars	9	2	.....	10	.....	.....
Open passenger cars	.....	.....	.....	.....	6 stoves.	.....
Total	9	2	.....	.....	.....	.....
Cars other service:						
Other cars (motor), baggage (1)	.....	.....	.....	.....	.....	.....
Snow plows	.....	.....	.....	.....	.....	.....

Miscellaneous Equipment.

Highway vehicles	.....
Tower wagon, carts (4), baggage wagons (5)	.....
Horses (8)	.....

Railway Owned and Operated.

	Miles.
Length of railway line computed as single track	7.75
Length of sidings and switches	25
	8.00

Accidents to Persons.

Killed and injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers	.....	1	.....	.....	.....	1
Employees	.....	.....	.....	.....	.....	.....
Other persons	.....	.....	.....	.....	.....	.....
Totals	.....	1	.....	.....	.....	1

Corporate name and address of the company, Sarnia Street Railway Company, Limited, Sarnia, Ontario.

Names and business address of principal officers: President, John D. Beatty, Sarnia; Vice-President, James Flintoft, Sarnia; Treasurer, George E. Wadland, Sarnia; Counsel, Hanna,, LeSeur & Hewitt, Sarnia; Auditors, W. R. Paul and Henry Ingram, Sarnia; General Manager, Henry W. Mills, Sarnia; Superintendent, Henry W. Mills, Sarnia.

Names and residence of Board of Directors: John D. Beatty, Sarnia, Ont.; James Flintoft, Sarnia, Ont.; W. B. Collin, Sarnia, Ont.; Frank Smith, Sarnia, Ont.; Robert Mackenzie, Sarnia, Ont.; Randall Kening, Sarnia, Ont.; Thos. H. Smallman, London, Ont.

SOUTH-WESTERN TRACTION COMPANY.

General Balance Sheet, 30 June, 1908.

Assets:		
Cost of railway:		
Roadbed and tracks		
Electric line construction, including poles and wiring		
Total cost of railway owned		
Cost of equipment:		
Cars and other rolling stock and vehicles		
Cost of electric equipment of same		
Other items of equipment		
Office furniture		
Total cost of equipment		
Cost of land and buildings:		
Land necessary for operation of railway		
Electric power stations, including equipment		
Other buildings necessary for operation of railway		
Total cost of land and buildings owned		$1,158,073 64
Cash	$4,319 14	
Bills and accounts receivable	615 39	
Sinking and other funds	8,852 65	
Miscellaneous assets		
Material and supplies		
		13,787 18
Profit and loss balance deficit		27,721 47
Total assets		$1,199,582 29
Liabilities:		
Capital stock		$359,100 00
Funded debt		700,000 00
Real estate mortgage		2,000 00
		$1,061,100 00
Current liabilities:		
Loans and notes payable	$94,762 33	
Audited voucher and accounts	1,855 90	
Miscellaneous current liabilities		
		96,618 23
Accrued liabilities:		
Interest on coupons matured	$33,011 41	33,011 41
Sinking and other funds		8,852 65
Total liabilities		$1,199,582 29

Capital stock:			
Authorized by law	$1,000,000 00	$1,000,000 00	
Authorized by votes of company (Com.)	800,000 00	200,000 00	pref.
Outstanding (Com.)	359,100 00		
Number of stock holders	158 00		

Funded Debt

Description Bonds.	Rate Int.	Maturity Bonds.	Amount of Bonds outstanding.	Interest paid during year.
	5%		$700,000	$1,988 59

Volume of Traffic, etc.

Number of paying passengers carried during year	324,167
Number carried per mile of main track operated	28.50
Number of car miles run	241,357
Average number of persons employed	60
Company commenced operation	1902

General exhibit:

Gross earnings from operating	$60,797 04	
Less operating expenses	51,602 39	
Gross income over operating expenses		$9,194 65

Charges upon income:

Accrued during year	.....	
Interest on funded debt	$35,000 00	
Interest on unfunded debt and loans	.....	
Taxes	.....	
Payment to municipalities for franchise	.....	
Total deduction from income		35,000 00
Deficit		$25,805 35

Earnings from operation:

From passengers carried	$56,428 18	
From mails	155 99	
From sale power	61 33	
From advertising in cars	291 81	
From other sources, Ft., $3,490.91; Exp., $368.82 ...	3,859 73	
Total gross earnings from operation		$60,797 04

Expenses of operation:

General expenses:

Salaries of officers and clerks	$4,452 55	
General office expenses and supplies	1,088 04	
Legal expenses	164 67	
Insurance	1,605 00	
		$7,310 26

Other general expenses:

Tolls for trackage	$1,072 10	
Advertising	808 55	
Miscellaneous general expenses	2,145 14	
		4,025 79

Maintenance roadway and buildings:

Repair roadbed and track	$4,384 55	
Repair electric line construction	215 27	
Miscellaneous supplies	3,055 60	
		7,655 42

Maintenance of equipment:

Repairs, cars and other vehicles	.....	
Repairs of electric equipment of cars	.....	
Renewals of tools and machinery	.....	
		.....

Transportation expenses:

Cost of motive power	$18,314 60	
Wages of persons conducting transportation	10,270 99	
Removal of snow and ice	1,155 91	
Damage for injuries to persons and to property	.....	
		29,741 50

Other transportation expenses:

Car service expenses and supplies and station agents...	$2,869 42	2,869 42
Cleaning, oiling and sanding tracks	.....	
Total operating expenses		$51,602 39

Description of Equipment.

Description of equipment.	Equipped for electric power.	Number equipped.	Total passenger cars.	Equipped with fenders.	Equipped with electric heaters.	Number of motors.
Box passenger cars	12				8	1
Open passenger cars						
Total	12				8	1
Cars other service—						
Other cars (motor)....Baggage	2					
Cattle	2					
Platform cars (8)						

Miscellaneous Equipment.

Highway vehicles	0
Tower wagons	0
Tip carts	0

Railway Owned and Operated.

	Miles.
Length of railway line computed as single track	28.50
Length of sidings and swithches	

Accidents to Persons.

Killed and injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers						
Employees				1		1
Other persons				3		3
Totals				4		4

Corporate name and address of the company, South-Western Traction Company, 52 Bank of Toronto Chambers, London, Ont.

Names and business addresses of principal officers: President, Frederick G. Rumball, 52 Toronto Bank Building, London, Ont.; Vice-President, Dr. Angus McKay, Ingersoll, Ont.; Treasurer, Alfred E. Welch, 169 Dundas St., London; Clerk, Alfred E. Welch, 169 Dundas St., London; Counsel, Thos. H. Luscombe, 169 Dundas St., London; Auditor, Herbert R. Skirving, 52 Toronto Bank Building, London, Ont.; General Manager, S. W. Hower, office of company; Superintendent Geo. H. Northcott, office of company.

Names and residence of Board of Directors: F. G. Rumball, 52 Toronto Bank Bldg., London, Ont.; H. M. Rumball, 52 Toronto Bank Bldg., London, Ont.; Dr. A. McKay, Ingersoll, Ont.; A. E. Welch, 169 Dundas St., London; Col. McEwen, Byron; Capt. T. Robson, County Bldg., London.

ST. THOMAS STREET RAILWAY.

General Balance Sheet, 30 June, 1908.

Assets:		
Cost of railway:		
Roadbed and tracks		
Electric line construction, including poles and wiring		
Total cost of railway owned		
Cost of equipment:		
Cars and other rolling stock and vehicles		
Cost of electric equipment of same		
Other items of equipment		
Office furniture		
Total cost of equipment		
Cost of land and buildings:		
Land necessary for operation of railway		
Electric power stations, including equipment		
Other buildings necessary for operation of railway		
Total cost of land and buildings owned		
		$75,000 00
Cash		
Balls and accounts receivable		270 05
Other current assets		
Miscellaneous assets		
Materials and supplies		
Profit and loss balance deficit		
Total assets		$75,270 05
Liabilities:		
Capital stock		$62,860 05
Funded debt		
Current liabilities:		
Loans and notes payable	$1,078 60	
Audited voucher and accounts	3,034 33	
Miscellaneous current liabilities		
		4,112 93
Accrued liabilities:		
Interest accrued and not due		
Profit and loss account balance surplus		
Total liabilities		$66,972 98
Capital stock:		
Authorized by law		Owned by Municipality
Authorized by votes of company		
Outstanding		
Number of stock holders		

Funded Debt.—None.

Volume of Traffic, etc.

Number of paying passengers carried during year	511,604
Number carried per mile of main track operated	68,147
Number of car miles run	no data
Average number of persons employed	25 to 30
Company commenced operation	

General exhibit:		
Gross earnings from operating	$12,363 76	
Less operating expenses	15,478 86	
Deficit on operating expenses		$3,115 10

Charges upon income:		
Accrued during year	.....	
Interest on funded debt	.....	2,553 82
Interest on unfunded debt and loans	.....	
Taxes	.....	
Payment to municipalities for franchise	.....	
Total deduction from income	.....	.....
Deficit		$5,668 92
Earnings from operation:		
From passengers carried	$11,175 43	
From rentals track	800 00	
From advertising in cars	388 33	
From other sources	.....	
Total gross earnings from operation		$12,363 76
Expenses of operation:		
General expenses:		
Salaries of officers and clerks	$1,164 00	
General office expenses and supplies	.....	
Legal expenses	.....	
Insurance	570 00	
		$1,734 00
Other general expenses:		
Advertising	.....	
Miscellaneous general expenses	.....	
		.....
Maintenance roadway and buildings:		
Repair roadbed and track	.....	
Repair electric line construction	.....	
Repair of buildings	.....	1,268 88
Maintenance of equipment:		
Repairs, cars and other vehicles	.....	
Repairs of electric equipment of cars	.....	8,202 12
Renewals of tools and machinery	.....	
Transportation expenses:		
Cost of motive power	.....	4,273 86
Wages of persons conducting transportation	.....	
Removal of snow and ice	.....	
Damages for injuries to persons and to property	.....	
		.....
Other transportation expenses:		
Car service expenses and supplies	.....	
Cleaning, oiling and sanding tracks	.....	
Total operating expenses		$15,478 86

DESCRIPTION OF EQUIPMENT.

Description of Equipment.	Equipped for Electric Power.	Trailers.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Motors.
Box passenger cars	6	.....	.....	.....	.....	.....
Open passenger cars	6	4	.....	12	stoves.	6
Total	12	4	.....	12	.....	6
Cars Other Service—						
Other cars (motor)	.....	.....	.....	.....	.....	.....
Snow plows	1	.....	.....	.....	.....	.....

Miscellaneous Equipment.

Highway vehicles	0
Tower wagon	0
Tip carts	0

Railway Owned and Operated.

	Miles.
Length of railway line computed as single track	7.50
Length of sidings and switches	.....

Accidents to Persons.

Killed and Injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers	.....	1	.....	.....	.....	1
Employees	.....	1	.....	.....	.....	1
Other persons	.....	.....	.....	.....	.....	.....
Totals	.....	2	.....	.....	.....	2

Corporate name and address of the company, St. Thomas Street Railway Co.

Names and business addresses of principal officers: Treasurer and Secretary, Ella Lindsay, St. Thomas; Clerk of Corporation, W. B. Doherty, St. Thomas; Auditor, H. T. Gough, St. Thomas; General Manager, A. S. Balsden, St. Thomas.

Names and residence of Board of Commissioners: Chairman, W. E. Idsardi, St. Thomas; Mayor, George Geddes, St. Thomas; Commissioner, G. E. Wright, Niagara Falls.

TORONTO RAILWAY COMPANY.

General Balance Sheet, 31 Dec., 1907.

Assets:		
Cost of railway:		
Roadbed and tracks	.....	
Electric line construction, including poles and wiring	.....	
Total cost of railway owned		
Cost of equipment:		
Cars and other rolling stock and vehicles	.....	
Cost of electric equipment of same	.....	
Other items of equipment	.....	
Office furniture	.....	
Total cost equipment		
Cost of land and buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Other buildings necessary for operation of railway	.....	
Total cost of land and buildings owned		$13,541,020 06
Cash		205,654 27
Bills and accounts receivable		511,308 55
Other current assets		
Miscellaneous assets		
Material and supplies		363,674 02
Total assets		$14,621,656 90

Liabilities:	
Capital stock	$8,000,000 00
Funded debt	3,613,373 33
R. estate mortgages	70,775 00
Current liabilities:	
Contingent fund	117,593 47
Loans and notes payable	137,160 10
Audited voucher and accounts	88,813 71
Salaries and wages	53,986 21
Miscellaneous, tickets unredeemed	66,629 55
Insurance funds, injuries and damages	21,405 56
Accrued liabilities:	
Interest accrued and not due	63,699 90
Dividends due 1 Jany. (1908)	119,786 15
Profit and loss account balance surplus	2,268,433 92
Total liabilities	$14,621,656 90
Capital stock:	
Authorized by law	
Authorized by votes of Company	
Outstanding	
Number of stock holders	

FUNDED DEBT.

Description of Bonds	Rate Int.	Maturity Bonds	Amount of Bonds Outstanding	Interest paid during year
	4½	1/9/1921	$3,013,373 00	$135,601 80
	6%	1914	600,000 00	36,000 00

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year		85,574,788
Number carried per mile of main track operated		
Number of car miles run		14,831,875
Average number of persons employed		
Company commenced operation		
General exhibit:		
Gross earnings from operating	$3,511,197 86	
Less operating expenses	1,893,236 41	
Gross income over operating expenses		$1,617,961 45
Charges upon income:		
Accrued during year		
Interest on funded debt	$171,601 80	
Interest on unfunded debt and loans		
Taxes, municipal	$40,625 24	
Taxes, provincial	5,474 20	
	46,099 44	
Payment to municipalities for franchise	504,101 24	
Total deduction from income		721,802 48
Surplus		*$896.158 37

*Dividend paid $473,378.31.

Earnings from operation:	
From passengers carried	$3,419,488 08
From sprinkling	4,966 38
From advertising in cars	10,482 02
From interest deposits	76,261 38
Total gross earnings from operation	$3,511,197 86

Expenses of operation:	
General expenses:	
Salaries of officers and clerks	$44,044 01
General office expenses and supplies	41,606 60
Legal expenses	18,210 22
Insurance	36,692 84
Other general expenses:	
Repairs, compressors, etc.	9,808 51
Miscellaneous, repairs, equipment	7,783 08
Maintenance roadway and buildings:	
Repair roadbed and track	56,594 61
Repair electric line construction	24,127 43
Repair of buildings	25,535 76
Maintenance of equipment:	
Repairs, cars and other vehicles	130,792 68
Repairs of electric equipment of cars	122,489 22
Renewals of tools and machinery and power plant	13,227 89
Transportation expenses:	
Cost of motive power	342,632 84
Wages of persons conducting transportation	866,794 82
Removal of snow and ice	8,105 99
Damages for injuries to persons and to property	67,789 73
Other transportation expenses:	
Car service expenses and supplies, and car house expenses	77,000 18
Cleaning, oiling and sanding tracks	
Total operating expenses	$1,893,236 41

DESCRIPTION OF EQUIPMENT.

Description of Equipment	Equipped for Electric Power	Trailers	Total Passenger Cars	Equipped with Fenders	Equipped with Electric Heaters	Number of Motors
Box passenger cars	258	40	.....	636	480 Stoves 12 Electric Heaters	.....
Convertible	160	34	.....	.....	.....	.....
Open passenger cars	203	93	.....	.....	.....	.....
Total	621	167	.....	.....	.....	.....
Cars other service—						
Other cars (motor)	.....	.....	.....	.....	.....	.....
Snow plows	15	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

Official cars (1); platform cars (3); tool cars (1).

RAILWAY OWNED AND OPERATED.

	Miles.
Length of railway line computed as single track	106.994
Length of sidings and switches	7.398
	114.392

ACCIDENTS TO PERSONS.

Killed and Injured	From causes beyond their own control		From their own carelessness		Total.	
	Killed	Injured	Killed	Injured	Killed	Injured
Passengers	.....	129	7	92	7	221
Employees	1	28	1	67	2	95
Other persons	.....	45	12	45	12	90
Totals	1	202	20	204	21	406

Paid for damages 1907, $18,220.46.

Corporate name and address of the Company: Toronto Railway Company, King and Church Sts., Toronto, Ontario.

Names and business addresses of principal officers: President, Wm. MacKenzie, 1 Toronto St., Toronto; Vice-President, Frederic Nicholls, cor. King and Simcoe Sts., Toronto; Treasurer, J. C. Grace, cor. King and Church Sts., Toronto; Counsel, McCarthy, Osler, Hoskin and Harcourt; Auditors, Clarkson and Cross; General Manager, R. J. Fleming, King and Church Sts., Toronto; Superintendent, Jas. Gunn, King and Church Sts., Toronto; Correspondence regarding this report should be addressed to R. J. Fleming, General Manager, King and Church Sts., Toronto.

Names and residence of Board of Directors: William MacKenzie, Willmott D. Matthews, James Gunn, Rudolph Forget, Frederic Nicholls, George A. Cox, Henry W. Pellatt.

TORONTO SUBURBAN RAILWAY COMPANY.

GENERAL BALANCE SHEET, 30 JUNE, 1908.

Assets:		
Cost of railway:		
Roadbed and tracks	.....	
Electric line construction, including poles and wiring	.....	
Total cost of railway owned		
Cost of equipment:		
Cars and other rolling stock and vehicles	.....	
Cost of electric equipment of same	.....	
Other items of equipment	.....	
Office furniture	.....	
Total cost equipment	.....	
Cost of land and buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Other buildings necessary for operation of railway	.....	
Total cost of land and buildings owned		$182,240 24
Cash	$1,004 09	
Bills and accounts receivable	567 96	
		1,572 05
Other current assets		
Miscellaneous assets		2,785 06
Material and supplies		
Profit and loss balance deficit		131,900 28
Total assets		$268,497 63

Liabilities:			
Capital stock			$80,000 00
Funded debt			140,000 00
Current liabilities:			
Loans and notes payable	$1,000 00		
Audited voucher and accounts	949 27		
Miscellaneous current liabilities	768 62		
		2,717 89	
Miscellaneous current liabilities, other			45,779 74
Accrued liabilities:			
Interest accrued and not due			
Profit and loss account balance surplus			
Total liabilities			$268,497 63
Capital stock:			
Authorized by law			$1,000,000 00
Authorized by votes of Company			80,000 00
Outstanding			80,000 00
Number of stock holders			

FUNDED DEBT.

Rate of interest, 5 per cent.

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year	862,590
Number carried per mile of main track operated	87,652
Number of car miles run	202,386
Average number of persons employed	32
Company commenced operation	1894

General exhibit:			
Gross earnings from operating	255 14		
	$39,009 66		
		$39,264 80	
Less operating expenses		31,402 13	
Gross income over operating expenses			$7,862 67
Charges upon income:			
Accrued during year			
Interest on funded debt		$7,000 00	
Interest on unfunded debt and loans			
Taxes municipal	$516 71		
Taxes provincial	94 40		
		611 11	
Other deductions		255 14	
Total deduction from income			7,866 25
Deficit			$3 58
Earnings from operation:			
From passengers carried		$36,963 18	
From mails			
From advertising in cars		255 40	
From other sources		1,791 08	
Total gross earnings from operation			$39,009 66
Expenses of operation:			
General expenses:			
Salaries of officers and clerks		$2,391 20	
General office expenses and supplies		38 60	
Legal expenses		100 00	
Insurance		1,573 71	
Other general expenses:			
tolls for trackage, etc.		1,630 59	

Maintenance roadway and buildings:		
Repair roadbed and track	2,588 32	
Repair electric line construction	274 55	
Repair of buildings	155 69	
		$3,018 56
Maintenance of equipment:		
Repairs, cars and other vehicles	.....	
Repairs of electric equipment of cars	.....	
Renewals of tools and machinery	$4,303 12	
Transportation expenses:		
Cost of motive power	$8,107 09	
Wages of persons conducting transportation	9,164 19	
Removal of snow and ice	243 28	
Damages for injuries to property	62 11	
Other transportation expenses:		
Car service expenses and supplies	769 68	
Cleaning, oiling and sanding tracks	.....	
Total operating expenses		$31,402 13

DESCRIPTION OF EQUIPMENT.

Description of Equipment	Equipped for electric power.	Number equipped.	Total passenger cars.	Equipped with fenders.	Equipped with electric heaters	Number of Motors.
Box passenger cars	8	.....	.....	all	all	stores
Open passenger cars	4	.....	.....	all	all	stores
Total	.....	.....	.....	.....	.....	.....
Cars other service—						
Other cars (motor) 1 platform (1 tool)	.....	.....	.....	.....	.....	.....
Snow plows (1)	.....	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

Highway vehicles	none.
Tower wagon	none.
Tip carts	none.

RAILWAY OWNED AND OPERATED.

	Miles.
Length of railway line computed as single track	9.831
Length of sidings and switches	.420
	10.261

ACCIDENTS TO PERSONS.—None.

Corporate name and address of the Company: The Toronto Suburban Railway Co., 22 Dundas St., West Toronto.

Names and business addresses of principal officers: President, Alban H. Royce, Traders Bank Bldg., Toronto; Vice-President, Frank Turner, Bracondale P. O.; Treasurer, Geo. C. Royce, West Toronto; General Counsel, Messrs. Royce & Henderson, Toronto; Auditor, Colin U. R. Postlethwaite, Toronto; General Manager and Superintendent, Geo. C. Royce, West Toronto; name of officer to whom correspondence should be addressed, Geo. C. Royce, Manager, West Toronto.

Names and residence of Board of Directors: Allan H. Royce, 1174 Davenport Road; Frank Turner, Bracondale; R. B. Henderson, R. L. McCormack, West Toronto; Geo C. Royce, West Toronto; Lorne W. Mitchell.

TORONTO AND YORK RADAIL RAILWAY COMPANY.

General Balance Sheet, 30 June, 1908.

Assets:		
Cost of railway:		
Roadbed and tracks	.....	
Electric line construction, including poles and wiring...	.....	
Total cost of railway owned		
Cost of equipment:		
Cars and other rolling stock and vehicles	.....	
Cost of electric euqipment of same	.....	
Other items of equipment	.....	
Office furniture	.....	
Total cost equipment		
Cost of land and buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Other buildings necessary for operation of railway	.....	
Total cost of land and buildings owned		
		$418,642 10
Cash	$5,686 44	
Bills and accounts receivable	45,397 85	
Sinking and other funds	5,514 50	
Miscellaneous assets (loans)	1,940 00	
Material and supplies	.....	
Profit and loss balance deficit		$58,738 79
Total assets		$4,177,380 95
Liabilities:		
Capital stock		$2,000,000 00
Funded debt		1,520,000 00
R. estate, mortgages		6,700 00
Current liabilities:		
Loans and notes payable		558,347 40
Audited voucher and accounts		11,013 16
Miscellaneous current liabilities		168 11
Tickets outstanding		2,764 30
Accrued liabilities:		
Interest accrued and not due		19,000 03
Profit and loss account balance surplus		59,387 95
Total liabilities		$4,177,380 95
Capital stock:		
Authorized by law		$2,000,000 00
Authorized by votes of Company		2,000,000 00
Outstanding		2,000,000 00
Number of stock holders		

Funded Debt.

Description Bonds.	Rate Int.	Maturity Bonds.	Amount of Bonds outstanding.	Interest paid during year.
.....	5%	.....	$1,520,000	$60,650 00

Volume of Traffic, Etc.

Number of paying passengers carried during year	2,920,696
Number carried per mile of main track operated	41,049
Number of car miles run	1,003,183
Average number of persons employed	300
Company commenced operation	1896

General exhibit:		
Gross earnings from operating	$299,812 04	
Less operating expenses	191,791 03	
Gross income over operating expenses		$108,021 01
Charges upon income:		
Accrued during year		
Interest on funded debt	$80,602 39	
Interest on unfunded debt and loans	16,767 36	
Taxes municipal, $2,934.44; provincial, $486.10	$3,420 54	
Payment to municipalities for franchise		
Total deduction from income		100,790 29
Surplus or deficit		$7,230 72
Earnings from operation:		
From passengers carried		$258,422 51
From mails		2,000 00
From advertising in cars, $625; freight, $36,595.14		37,220 14
From other sources		2,169 39
Total gross earnings from operation		$299,812 04
Expenses of operation:		
General expenses:		
Salaries of officers and clerks	$4,253 81	
General office expenses and supplies	6,498 53	
Legal expenses		
Insurance	2,949 48	
Other general expenses:		
Advertising	1,938 14	
Miscellaneous general expenses	11,051 48	
Maintenance roadway and buildings:		
Repair roadbed and track	17,115 34	
Repair electric line construction	5,399 23	
Repair of buildings	630 42	
Maintenance of equipment:		
Bridges and culverts	1,064 08	
Repairs, cars and other vehicles	8,736 39	
Repairs of electric equipment of cars	8,892 83	
Renewals of tools and machinery		
Transportation expenses:		
Cost of motive power	48,758 99	
Wages of persons conducting transportation	47,007 67	
Removal of snow and ice, track cleaning, etc.	8,006 79	
Damages for injuries to persons and to property	4,792 92	
Other transportation expenses:		
Car service expenses and supplies	10,020 30	
Station waiting room	4,674 63	
Total operating expenses		$191,791 03

Description of Equipment.

Description of Equipment.	Equipped for Electric Power.	Trailers.	Total Passenger Cars	Equipped with Fenders.	Equipped with Electric Heaters	Number of Electric Motors.
Box passenger cars	30	2	.....	.....	21 stoves	....
Open passenger cars	5	.....	.....	.....	16 e. heaters	....
Total	35	2	.....	.....	37	....
Cars other service—						
Other cars (motor) official	1	.....	.....	.....	.....	....
Snow plows	3	.....	.....	.....	.....	....

Miscellaneous Equipment.

Electric locomotive (1), foot motors (4), work cars (6), foot trailers (3), carts (10).

Railway Owned and Operated.

	Miles.
Length of railway line computed as single track	71.15
Length of sidings and switches	6.90
Total	78.05

Accidents to Persons.

Killed and Injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers	.....	2	.....	2	.....	4
Employees	.....	.....	.....	.....	.....	1
Other persons	.....	.....	.....	.....	.....	.....
Totals	.....	2	.....	1	.....	5

Corporate name and address of the Company: The Toronto & York Radial Railway Company, Toronto.

Names and business addresses of principal officers: President, William MacKenzie, Toronto; Vice-President, Frederic Nicolls, Toronto; Secy.-Treas., J. C. Grace, Toronto; Gen. Counsel, Aylesworth, Wright, Moore and Thompson, Toronto; Auditor, J. M. Smith, Toronto; Gen. Manager, W. H. Moore; Assist. Superintendent, J. McArthur. Name of officer and address to whom correspondence should be addressed, Chas. L. Wilson, Assist. Manager, Toronto.

Names and residence of Board of Directors: William MacKenzie, Toronto; Frederic Nicolls, Toronto; Wilmot D. Matthews, Toronto; Hon. Geo. A. Cox, Toronto; James Gunn, Toronto; Sir Henry M. Pellatt, Toronto; James C. Grace, Toronto.

THE THURLOW RAILWAY COMPANY.

GENERAL BALANCE SHEET, 30 JUNE, 1908.

Assets:

Cost of railway:		
Roadbed and tracks	.....	
Electric line construction, including poles and wiring...	.....	
Total cost of railway owned		.....
Cost of equipment:		
Cars and other rolling stock and vehicles	.....	
Cost of electric equipment of same	.....	
Other items of equipment	.....	
Office furniture	.....	
Total cost equipment		.....
Cost of land and buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Other buildings necessary for operation of railway	.....	
Total cost of land and buildings owned		.....
Cash	.....	
Bills and accounts receivable	.....	
Other current assets	.....	
Miscellaneous assets	.....	
Material and supplies	.....	
Profit and loss balance deficit		.....
Total assets		.....

In process of construction.

Incorporated 20 April, 1907.

Corporate name and address of the Company: The Thurlow Railway Company, Hamilton St., Allentown, Penn., U.S.A.

Names and business addresses of principal officers: President, Harry C. Trexler, Young Bldg., Allentown, Pa.; Vice-President, Alfred U. Thorn, 820 Presidential Bldg., Buffalo, N.Y.; Treasurer, Edward M. Young, Young Bldg., Allentown, Pa.; Clerk of Corporation, Secy., Geo. G. Sykes, Young Bldg., Allentown, Pa.; Name of Officer and address to whom correspondence should be addressed, George G. Sykes, Secretary, Young Bldg., Allentown, Pa.

Names and residence of Board of Directors: Harry C. Trexler, Allentown, Pa.; Edward M. Young, Allentown, Pa.; George Armond, Allentown, Pa.; Alfred U. Thorn, Buffalo, N.Y.; George G. Sykes, Allentown, Pa.

WOODSTOCK, THAMES VALLEY AND INGERSOLL ELECTRIC RAILWAY CO.

GENERAL BALANCE SHEET, 30 JUNE, 1908.

Assets:

Cost of railway:		
Roadbed and tracks	.....	
Electric line construction, including poles and wiring.....	.....	
Total cost of railway owned		.....
Cost of equipment:		
Cars and other rolling stock and vehicles	.....	
Cost of electric equipment of same	.....	
Other items of equipment	.....	
Office furniture	.....	
Total cost equipment		.....

Cost of land and buildings:		
Land necessary for operation of railway		
Electric power stations, including equipment		
Other buildings necessary for operation of railway		
Total cost of land and buildings owned		$340,000 00
Cash, bills and accounts receivable		681 58
Other current assets		
Miscellaneous assets		
Material and supplies		
Profit and loss balance deficit		806 39
Total assets		$341,487 97
Liabilities:		
Capital stock, common	$100,000 00	
Capital stock, preferred	100,000 00	
		$200,000 00
Funded debt		140,000 00
		$340,000 00
Current liabilities:		
Loans and notes payable		
Audited voucher and accounts		
Miscellaneous current liabilities		
		1,487 97
Accrued liabilities:		
Interest accrued and not due		
Profit and loss account balance surplus		
Total liabilities		$341,487 97

Capital stock:	Common.	Preferred.
Authorized by law	$300,000 00	$100,000 00
Authorized by votes of Company	300,000 00	100,000 00
Outstanding	100,000 00	100,000 00
Number of stock holders		

FUNDED DEBT.

Description of Bonds.	Rate Interest.	Maturity Bonds.	Amount of Bonds Outstanding.	Interest paid during year.
.....	5 per cent.	.....	$140,000 00	$5,845 98

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year	3,875,000
Number carried per mile of main track operated	
Number of car miles run	114,184
Average number of persons employed	15
Company commenced operation	
General exhibit:	
Gross earnings from operating	$19,534 90
Less operating expenses	15,714 70
Gross income over operating expenses	$3,820 20

Charges upon income:		
Accrued during year		
Interest on funded debt	$5,690 00	
Interest on unfunded debt and loans		
Taxes municipal	155 98	
Payment to municipalities for franchise		
Total deduction from income		5,845 98
Deficit		$2,025 78
Earnings from operation:		
From passengers carried		$18,479 40
From express and parcels		855 50
From advertising in cars		200 00
From other sources		
Total gross earnings from operation		$19,534 90
Expenses of operation:		
General expenses:		
Salaries of officers and clerks	$766 55	
General office expenses and supplies		
Legal expenses		
Insurance	274 82	
		$1,041 37
Other general expenses:		
Advertising		
Miscellaneous general expenses	$2,156 02	
		2,156 02
Maintenance roadway and buildings:		
Repair roadbed and track		
Repair electric line construction		
Repair of buildings	$1,124 30	
		1,124 30
Maintenance of equipment:		
Repairs, cars and other vehicles		
Repairs of electric equipment of cars	$762 85	
Renewals of tools and machinery		
		762 85
Transportation expenses:		
Cost of motive power	$7,621 92	
Wages of persons conducting transportation	3,008 24	
Removal of snow and ice		
Damages for injuries to persons and to property		
		10,630 16
Other transportation expenses:		
Car service expenses and supplies		
Cleaning, oiling and sanding tracks		
Total operating expenses		$15,714 70

DESCRIPTION OF EQUIPMENT.

Description of Equipment.	Equipped for Electric Power.	Number Equipped.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Motors.
					Stoves	
Box passenger cars	4			4	4	
Open passenger cars	3			3	3	
Total	7			7	7	
Cars Other Service—						
Other cars (motor)						
Snow plows						

Miscellaneous Equipment.

Highway vehicles	none
Tower wagon	none
Tip carts	none

Railway Owned and Operated.

	Miles
Length of railway line computed as single track	11.5
Length of sidings and switches	

Accidents to Persons.

Killed and Injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers	.....	1	.....	1	.....	1
Employees	.....	.....	.....	.....	.....	.....
Other persons	.....	.....	.....	.....	.....	.....
Totals	.....	1	.....	1	.....	1

Corporate name and address of the Company: The Woodstock, Thames Valley and Ingersoll Electric Railway Company, Woodstock.

Names and business addresses of principal officers: President, Murray A. Vernor, Brantford; Vice-President, U. L. Dinnick, Toronto; Treasurer, W. R. Turnbull, Brantford; Clerk of Corporation, John Creasser, Brantford; Gen. Counsel, John Creasser, Branford; Auditor, F. U. Trauk, Brantford; Gen. Manager, Murray W. Vernor, Brantford; Superintendent, Ira Warfield; name of officer to whom correspondence should be addressed, John Creasser, Acct., Brantford.

Names and residence of Board of Directors: Murry A. Vernor, Brantford; W. L. Dinnick, Toronto; C. T. Fox, Toronto; J. L. King, Toronto; J. Firstbrook, Toronto, A. J. Pattison, Secy., Toronto; U. R. Turnbull, Brantford.

HUNTSVILLE AND LAKE OF BAYS.

General Balance Sheet, 31 December, 1906.

Assets:		
Cost of railway:		
Roadbed and tracks		$14,598 86
Electric line construction, including poles and wiring...		4,694 29
Total cost of railway owned		.....
Cost of equipment:		
Cars and other rolling stock and vehicles	$5,257 96	
Cost of electric equipment of same	.....	
Other items of equipment	390 63	
Office furniture	.....	
Total cost equipment		.....
Cost of land and buildings:		
Land necessary for operation of railway	.....	
Electric power stations, including equipment	.....	
Other buildings necessary for operation of railway	.....	
Total cost of land and buildings owned		.....

Cash		
Bills and accounts receivable		
Other current assets		
Miscellaneous assets		
Material and supplies		
Profit and loss balance deficit		
Total assets		$24,941 74
Liabilities:		
Capital stock, advance made by the Huntsville, Lake Simcoe Navigation Co.		$24,941 74
Funded debt		
Current liabilities:		
Loans and notes payable		
Audited voucher and accounts		
Miscellaneous current liabilities		
Accrued liabilities:		
Interest accrued and not due		
Profit and loss account balance surplus		
Total liabilities		$24,941 74
Capital stock:		
Authorized by law	$50,000 00	
Authorized by votes of Company	50,000 00	
Outstanding	none.	
Number of stock holders		

FUNDED DEBT.—None.

VOLUME OF TRAFFIC, ETC.

Number of paying passengers carried during year	*8,106
Number carried per mile of main track operated	
Number of car miles run	840
Average number of persons employed	5
Company commenced operation	1903

*1906 last report.

DESCRIPTION OF EQUIPMENT.

Description of Equipment.	Equipped for Electric Power	Number Equipped.	Total Passenger Cars.	Equipped with Fenders.	Equipped with Electric Heaters.	Number of Motors.
Box passenger cars	2				4 stoves	
Open passenger cars						
Total						
Cars other service:—						
Other cars (motor, 5 platform cars)						
Snow plows						

MISCELLANEOUS EQUIPMENT.

Highway vehicles	
Tower wagon	
Tip carts	

Railway Owned and Operated.

	Miles
Length of railway line computed as single track	1
Length of sidings and switches	
	1

Accidents to Persons.

Killed and Injured.	From causes beyond their own control.		From their own carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers						
Employees						
Other persons						
Totals						

This short line is a connecting link between Peninsular Lake and Lake of Bays.

Corporate name and address of the Company: Huntsville and Lake of Bays Railway Company, Huntsville.

Names and business addresses of principal officers: President, Chas. O. Shaw, Huntsville; Vice-President, H. Foster Chaffee, Toronto; Treasurer, John U. McKee, Huntsville; Gen. Counsel, A. A. Mahaffy, K.C., M.P.P., Bracebridge; Auditor, John U. McKee, Huntsville; Gen. Manager, Silas H. Jacob, Huntsville; Asst. Gen. Manager and Secy., Wm. J. Moore, Huntsville; name of officer to whom correspondence should be addressed, Wm. J. Moore, Asst. Gen. Manager and Secy., Huntsville.

Names and residence of Board of Directors: Chas. O. Shaw, Huntsville; H. Foster Chaffee, Toronto; Silas H. Jacob, Huntsville; Wm. J. Moore, Huntsville; John U. McKee, Huntsville.

Name of Railway.	Ordinary Share Capital.			Preference Stock.			Bonded Debt.		
	Authorized.	Subscribed.	Paid up.	Authorized.	Subscribed.	Paid up.	Authorized.	Issued.	Disposed of.
	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
*Berlin and Waterloo							101,920 69	101,920 69	101,920 69
Berlin and Bridgeport	50,000 00	17,000 00	17,000 00						
†Brantford Street	200,000 00	200,000 00	200,000 00				125,000 00	125,000 00	125,000 00
Cornwall Street	100,000 00	100,000 00	100,000 00	100,000 00	100,000 00	100,000 00			
Galt, Preston and Hespeler	100,000 00	49,850 00	31,310 00						
Galt, (Preston to Berlin)	100,000 00	1,000 00	1,000 00						
‡Grand Valley	2,000,000 00	700,000 00	700,000 00						
Guelph Radial	108,000 00	108,000 00	108,000 00				450,000 00	450,000 00	450,000 00
Hamilton and Dundas	100,000 00	100,000 00	100,000 00				100,000 00	100,000 00	100,000 00
Hamilton, Grimsby and Beamsville	400,000 00	385,000 00	235,000 00				150,000 00	150,000 00	150,000 00
Hamilton Street	205,000 00	205,000 00	205,000 00				500,000 00	500,000 00	500,000 00
§Hamilton Radial	36,250 00	36,250 00	36,000 00				150,000 00	150,000 00	150,000 00
Kingston, Portsmouth and Cataraqui	83,100 00	83,100 00	83,100 00				100,000 00	100,000 00	100,000 00
International Transit Co	148,250 00	148,250 00	148,250 00				512,000 00	512,000 00	512,000 00
London Street	750,000 00	550,000 00	544,640 00				1,000,000 00	500,000 00	500,000 00
Niagara Falls, Park & River	1,000,000 00	600,000 00	600,000 00				600,000 00	600,000 00	600,000 00
Ottawa Street	1,000,000 00	998,200 00	998,200 00				88,452 16	88,452 16	88,452 16
Peterboro Radial	500,000 00	100,000 00	100,000 00				50,000 00	50,000 00	50,000 00
Port Arthur Street							248,712 65	248,712 65	248,712 65
Port Dalhousie, St. Catharines and Thorold	100,000 00	77,500 00	77,000 00	167,000 00	167,000 00	167,000 00	Not	given	
Sandwith, Windsor and Amherstburg	500,000 00	350,000 00	297,000 00				600,000 00	490,000 00	490,000 00
Sarnia Street Ry	100,000 00	84,317 50	84,317 50				65,900 00	65,900 00	65,900 00
South-Western Traction Co	100,000 00	464,000 00	359,100 00				725,000 00	700,000 00	700,000 00
St. Thomas Street	62,860 05	62,860 05	62,860 05						
Toronto Street	8,000,000 00	8,000,000 00	8,000,000 00				3,613,373 33	3,613,373 33	3,613,373 33
Toronto and Suburban	80,000 00	80,000 00	80,000 00				140,000 00	140,000 00	140,000 00
Toronto and York Radial	2,000,000 00	2,000,000 00	2,000,000 00				1,520,000 00	1,520,000 00	1,520,000 00
‖Thurlow Railway Co									
Woodstock, Thames Valley and Ingersoll	200,000 00	200,000 00	200,000 00				140,000 00	140,000 00	140,000 00
¶Huntsville and Lake of Bays	50,000 00	50,000 00	None				24,941 74	24,941 74	24,941 74
	18,973,460 05	15,750,327 55	15,367,777 55	267,000 00	267,000 00	267,000 00	11,005,300 57	10,370,300 57	10,370,300 57

* May 1, 1907, required by Town of Berlin ; † 31 Dec., 1907 ; ‡ Now under jurisdiction, Dom. Ry. Board ; § Dom. Jurisdiction ;
‖ In process of construction ; ¶ 31 Dec., 1906.

Electric Railways Capital Paid up and Total Investment to 30 June, 1908.

Name of Railway.	Capital subscribed and paid up.	Capital paid up and Bonds current.	Other debts.	Total cost of Railway and Rolling Stock.	Rate of Interest paid on Bonds.	Remarks.
	$ c.	$ c.	$ c.	$ c.	Per cent.	
Berlin and Waterloo	30,950 00	101,920 69	10,381 79	116,164 32	5	
Berlin and Bridgeport	31,557 37	31,557 37	.....	31,557 37	.....	Operated by B. & W.
Brantford Street	200,000 00	325,000 00	29,456 46	354,456 46	5	Including loan on operation, $27,590.66.
Cornwall Street	200,000 00	200,000 00	2,419 75	215,849 16	.....	
Galt, Preston and Hespeler	31,310 00	31,310 00	663,199 93	730,410 98	5	
Grand Valley	700,000 00	1,100,000 00	41,589 21	1,141,589 21	5	
Guelph Radial	no return	no return	no return	no return		
Hamilton and Dundas	100,000 00	200,000 00	250,662 82	463,957 54	5	
Hamilton, Grimsby and Beamsville	235,000 00	150,000 00	1,508 18	429,280 78	5	
Hamilton Street Railway Co.	205,000 00	705,000 00	21,086 64	821,988 43	4½	
Hamilton Radial	2,271,150 00	2,271,150 00	.....	1,269,043 08	.....	31 December, 1906.
International Transit Co.	148,250 00	660,250 00	142,629 45	802,879 45	5	
Kingston, Portsmouth and Cataraqui	83,100 00	183,100 00	2,000 00	183,100 00	4	
London Street Railway	544,640 00	1,044,640 00	87,954 27	1,161,953 39	5	
Niagara Falls Park and River	.....	1,200,000 00	.....	1,200,000 00	.....	Estimated value.
Ottawa Street	1,498,200 00	1,498,200 00	190,000 00	1,961,488 59	.....	1906 figures.
Peterboro Radial	100,000 00	150,000 00	29,822 56	182,318 63	5	
Port Arthur Electric	248,712 65	248,712 65	.....	297,218 69	4½	
Port Dalhousie, St. Catharines and Thorold	137,500 00	137,500 00	.....	90,000 00	.....	1906 figures.
Sandwich, Windsor and Amherstburg	297,000 00	490,000 00	272,850 16	1,093,368 16	4½	
Sarnia Street	84,317 50	150,217 50	10,500 00	181,382 19	5	
St. Thomas Street	62,860 05	62,860 05	4,112 93	75,270 05	.....	
South Western Traction Co.	359,100 00	1,061,100 00	96,618 23	1,199,582 29	5	
Toronto Railway	8,000,000 00	11,613,373 33	620,063 50	14,621,656 90	4½, 6	As 31 Dec., 1907.
Toronto and Suburban	80,000 00	220,000 00	48,497 63	268,497 63	5	Includes loss on operation, $131,900.28.
Toronto and York Radial	2,000,000 00	3,520,000 00	597,993 00	4,177,380 95	5	
Thurlow Railway Co.	no return	no return	no return	no return		Being constructed.
Woodstock, Thames Valley and Ingersoll	200,000 00	340,000 00	1,487 67	341,487 97	5	
Huntsville and Lake of Bays	.....	24,941 74	.....	24,941 94	.....	Figures for 1906.
Total	17,848,647 57	27,720,833 33	3,124,834 18	33,436,824 16	.....	

ELECTRIC RAILWAYS.

Gross and Net Earnings to 30 June, 1908.

Name of Railway.	Mileage.	Fare.	Receipts from Freight.	Receipts from Mail service and Express.	Receipts from other sources.	Total Earnings.	Total Expense.	Net Earnings.	Earnings per car mile.
		$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	
Berlin and Waterloo	3.12	24,601 55	.....	995 25	3,021 14	28,617 94	25,058 70	440 67	.....
Berlin and Bridgeport	2.40	.....	.....	.....	.....	.....	.....	.....	.....
Brantford Street	7.00	20,946 52	.....	.....	11,962 66	32,909 18	37,232 26	4,323 08	.....
Cornwall Street	6.50	16,478 24	7,501 58	.....	1,502 80	25,482 62	21,786 46	3,696 16	.....
Galt, Preston and Hespeler	29.25	55,289 12	48,346 86	4,208 82	1,258 83	109,103 63	80,765 98	28,337 65	.....
Grand Valley	20.50	no return	no return	no return	no return	no return	no return	no return	
Guelph Radial	6.00	no return	no return	no return	no return	no return	no return	no return	
Hamilton and Dundas	7.25	42,638 20	1,629 69	.....	3,324 44	47,592 33	46,938 37	653 96	.....
Hamilton, Grimsby and Beamsville	23.00	70,417 87	12,056 65	5,077 38	2,630 81	90,182 71	75,403 05	14,779 66	.....
Hamilton Radial	24.75	no return	no return	no return	no return	no return	no return	no return	
Hamilton Street	22.00	322,133 70	.....	.....	809 40	322,943 10	270,146 55	52,796 55	.....
International Transit Co.	3.63	39,404 70	.....	.....	33,535 40	72,940 10	73,638 52	698 42	.....
Kingston, Portsmouth and Cataraqui	8.00	28,385 85	.....	.....	1,326 04	29,711 89	31,623 81	1,911 92	.....
London Street Railway	33.44	226,552 08	.....	1,240 00	2,981 51	230,773 59	.....	.....	.....
Niagara Falls Park and River	23.96	133,068 84	.....	200 01	9,247 17	142,516 02	117,288 99	25,227 03	.....
Ottawa Street	22.87	no return	no return	no return	no return	no return	no return	no return	
Peterboro Radial	7.42	30,258 43	.....	.....	784 02	31,042 45	32,184 66	1,042 21	.....
Port Arthur Electric Street	12.16	82,922 00	.....	990 10	572 00	84,421 10	72,633 49	11,790 61	.....
Port Dalhousie, St. Catharines and Thorold	8.17	.....	.....	.....	.....	.....	.....	.....	.....
Sandwich, Windsor and Amherstburg	34.42	137,316 74	4,089 53	462 50	23,886 92	165,755 69	96,400 14	69,355 55	.....
Sarnia	8.00	38,406 65	5,255 66	5,243 95	3,530 53	52,436 79	45,902 59	6,534 20	.....
South Western Traction Co.	28.50	56,428 18	3,490 91	524 81	353 14	60,797 04	86,602 39	25,805 35	.....
Saint Thomas Street	7.50	11,175 43	.....	.....	1,188 33	12,363 76	18,032 68	5,668 92	.....
Toronto Railway	114.39	3,419,488 08	.....	.....	91,709 78	3,511,197 86	2,615,038 89	896,158 97	.....
Toronto and Suburban	10.26	36,963 18	.....	.....	2,301 62	39,264 80	39,268 38	3 58	.....
Toronto and York Radial	78.05	258,422 51	36,595 14	.....	4,794 39	299,812 04	292,581 32	7,230 72	.....
Thurlow Railway Co.	.....	.....	.....	.....	.....	.....	.....	.....	.....
Woodstock, Thames Valley and Ingersoll	11.50	18,479 40	.....	855 50	200 00	19,534 90	21,560 68	2,025 78	.....
Huntsville and Lake of Bays	1.20	.....	.....	.....	.....	.....	.....	.....	.....
Total	565.24	5,069,777 27	118,966 02	19,798 32	200,860 93	5,409,402 54	4,100,087 91	1,158,480 99	.....

Electrical Railways—Province of Ontario.

Abstract of Operating Expenses for Year Ending June 30th, 1908.

Name of Railway.	Mileage.	Car Miles.	Maintenance of way and buildings.	Cost of motive power.	Maintenance of cars.	General operating expenses.	Total expenses.	Cost of operating per car mile.
			$ c.	$ c.	$ c.	$ c.	$ c.	c.
Berlin and Waterloo	3.12	8,8961	.....	6,183 60	4,586 94	18,288 16	29,058 70	327
Berlin and Bridgeport	2.40	Included	in above.	.....	.....	.....	.....	.....
Brantford Street	7.00	125,722	1,631 71	11,267 39	4,476 72	19,856 44	37,232 26	2.96
Cornwall	6.50	198,016	1,695 34	1,263 31	4,061 73	14,766 08	21,786 46	1.10
Galt, Preston and Hespeler	29.25	248,502	13,364 10	12,329 85	6,179 47	48,892 56	80,765 98	3.25
Grand Valley	20.50	No Return	No Return	No Return	No Return	No Return	No Return	.....
Guelph Radial	6 00	No Return	No Return	No Return	No Return	No Return	No Return	.....
Hamilton and Dundas	7.25	96,981	3,524 99	3,103 48	3,361 30	36,948 60	46,938 37	4.84
Hamilton, Grimsby and Beamsville	23.00	285,225	9,533 52	13,049 01	10,169 66	42,650 86	75,403 05	2.64
Hamilton Radial	24.75	No Return	No Return	No Return	No Return	No Return	No Return	.....
Hamilton Street	22.00	1,610,402	14,832 00	42,997 74	25,703 25	186,613 56	270,146 55	16.8
International Transport Co	3.63	263,881	1,406 39	7,000 00	3,139 99	95,013 51	106,559 89	40.4
Kingston, Portsmouth & Cataraqui	8.00	199,680	3,673 81	4,728 69	4,283 76	18,937 55	31,623 81	10.6
London Street	33.44	1,425,995	16,813 98	34,493 39	20,180 99	124,065 25	195,553 61	13.7
Niagara Falls Park & River	23.96	368,279	9,526 71	7,071 05	4,211 24	96,479 99	117,288 99	31.9
Ottawa	22.87	No Return	No Return	No Return	No Return	No Return	No Return	.....
Peterborough Radial	7.42	265,424	2,772 60	1,500 00	3,062 09	24,749 97	32,084 66	12.8
Port Arthur Street	12.16	196,078	11,952 49	5,559 44	11,467 58	43,653 98	72,633 49	37.0
Port Dalhousie, St. Catharines & Thorold	8.17	No Return	No Return	No Return	No Return	No Return	No Return	.....
Sandwich, Windsor & Amherstburg	34.42	601,575	9,884 94	16,871 53	5,902 75	63,740 92	96,400 14	16.0
Sarnia	8.00	149,430	332 66	7,211 59	4,769 47	33,588 87	45,902 59	30.7
South-Western Traction Co	28.50	241,357	7,655 42	18,314 60	.....	60,632 37	88,602 39	36.7
St. Thomas Street Railway	7.50	.....	1,268 88	4,273 86	8,202 12	4,287 82	18,032 68	.....
Toronto Railway	114.39	14,831,875	106,257 80	342,632 84	266,509 79	1,899,638 46	2,615,038 89	17.6
Toronto Suburban	10.26	202,386	3.018 56	8,107 09	4,303 12	23,839 61	39,268 38	19.4
Toronto & York Radial	78.05	1,003,183	23,144 99	48,758 99	18,693 30	201,984 04	292,581 32	29.1
Woodstock, Thames Valley & Ingersoll	11.50	114,184	1,124 30	7,621 92	762 85	12,051 61	21,560 68	18.9
Thurlow Railway	In	process of	construction	.....	.....	.....	.....	.....
Huntsville & Lake of Bays	1.25	Not given	Not given	Not given	Not given	Not given	Not given	.....
Total	.....	22,517,136	243,415 19	604,339 37	414,028 12	3,070,680 21	4,334,462 89	.....

WATER WORKS, ELECTRIC LIGHT AND POWER PLANTS, GAS PLANTS AND TELEPHONE PLANTS OPERATED BY MUNICIPALITIES.

Water Works, Municipality of Aylmer.

Plant installed, 1897.
Gravity or pumping system. Pumping system.
Number of gallons pumped yer pear. No record.
Total daily capacity of pumps. No record.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 2,500.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants	$69,393 00	
Cost of real estate and buildings		
Other assets		
Total assets		$69,393 00
Debentures or bonds current		$47,370 13
Total liabilities		$47,370 13

Gross earnings:

From sale of water		
By meter	$3,379 33	
By contract		
From sale of meters		
From permits tapping mains		
From other sources		
Total income		$3,379 33
Less operating expenses		2,643 31
Surplus for year		$736 02

Operating expenses:

Salaries of officers, superintendents, clerk, etc.		
Office supplies and expenses.		
Insurance	$748 51	
Legal expenses and damages		
Other expenses		
Wages		
Supplies—Fuel:		
Pumping station supplies.		
Filtration supplies		
Other supplies		
For repairs and renewals, estimated		$1,894 80
Interest on bonds or loans		
Total cost of production		$2,643 31

Water Works, Municipality of Alexandria.

Plant installed, 1895.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year. No record.
Total daily capacity of pumps, 46,000 gallons.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 2,444.

Capital Expenditure.

Reservoirs	No records of cost of plant available of either the water works plant or the electric lighting plant, which are operated together.	
Cost of mains		
Cost of service pipes		
Cost of hydrants		
Cost of real estate		
Other assets and buildings		
Total assets		
Debentures or bonds current in respect of water works.	$17,489 55	
Debentures or bonds current in respect of water works and electric plant	16,664 15	
Total liabilities		$34,153 70

Gross earnings:

From sale of water and light	$2,644 57	
By meter		
By contract		
From sale of meters		
From permits tapping mains		
From other sources	1,574 58	
Total income		$4,219 15
Less operating expenses		5,259 92
Deficiency for year		$1,040 77

Operating expenses:

Salaries of officers, superintendents, clerks, etc.		$988 80
Office supplies and expenses.		
Insurance		
Legal expenses and damages.		
Other expenses		
Wages		
Supplies—Fuel		$2,977 97
Pumping station supplies		
Filtration supplies		
Other supplies		329 55
For repairs and renewals		$259 60
Interest on bonds or loans		704 00
Total cost of production		$5,259 92

Water Works, Municipality of Arnprior.

Plant installed, 1901, 1902.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 70,000,000.
Total daily capacity of phmps, 518,400 gallons.
Average daily consumption, 192,000 gallons.
Cost of production for 1,000 gallons, .11.6.
Population of municipality, 4,300.

Capital Expenditure.

Reservoirs and trunks	$6,350 00
Cost of pumping equipment and boilers	11,133 00
Cost of service pipes	.....
Cost of hydrants, meters and mains	36,230 00
Cost of real estate	840 00
Cost of buildings	3,989 00
Other assets	14,237 00
Total assets	$72,779 00
Debentures or bonds current	51,752 76
Total liabilities	$51,752 76

Gross earnings:		
From sale of water ..... By meter ..... By contract ..... From sale of meters ..... From permits tapping mains ..... From other sources		$5,239 71
Total income		$5,239 71
Less operating expenses		8,145 00
Deficiency for year		$2,905 29
Operating expenses:		
Salaries of officers, superintendents, clerks, etc	$1,230 00	
Office supplies and expenses	356 30	
Insurance	30 00	
Legal expenses and damages		
Other expenses	741 56	
Wages		$2,357 86
Supplies—Fuel	3,290 15	
Pumping station supplies	243 88	
Filtration supplies		
Other supplies		3,534 03
For repairs and renewals	489 65	
Interest on bonds or loans	1,763 46	2,253 11
Total cost of production		8,145 00

Water Works, Municipality of Barrie.

Plant installed, 1898.
Gravity or pumping system. Artesear Wells.
Number of gallons pumped per year, 69,796,300.
Total daily capacity of pumps, 2,000,000 gallons.
Average daily consumption, 191,000 gallons.
Cost of production for 1,000 gallons, 14 cents.
Population of municipality, 7,000.

Capital Expenditure.

Reservoirs ..... Cost of mains ..... Cost of service pipes ..... Cost of hydrants ..... Cost of real estate and buildings	$118,991 32
Other assets	3,400 32
Total assets	$122,391 64
Debentures or bonds current.	94,112 44
Other liabilities	21,887 56
Total liabilities	$116,000 00

Gross earnings:		
From sale of water		.....
By meter and flat rate		8,976 58
By contract, hydrant rental		3,345 00
From sale of meters		.....
From permits tapping mains		.....
From other sources		75 25
Total income		$12,396 83
Less operating expenses		9,902 48
Surplus for year		$2,494 35
Operating expenses:		
Salaries of officers, superintendents, clerks, etc	$1,675 00	
Office supplies and expenses	657 72	

Water Works, Municipality of Barrie.—*Continued.*

Gross Earnings.—*Continued.*

Insurance		
Legal expenses and damages		
Other expenses	114 68	
Wages		
		$2,447 40
Supplies—Fuel	1,030 29	
Pumping station supplies	80 69	
Filtration supplies		
Other supplies	32 39	
		$1,143 37
Debentures paid	2,894 46	
Interest on bonds or loans	3,417 25	
		6,311 71
Total cost of production		$9,902 48

Water Works, Municipality of Belleville.

Plant installed, 1880.
Gravity or pumping system. Pumping.
Number of gallons pumped per year, (1907), 499,357,635.
Total daily capacity of pumps, 2,500,000.
Average daily consumption.
Cost of production for 1,000 gallons.
Population of municipality, 9,700.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings		$200,057 32
Other assets		3,390 24
Total assets		$203,447 56
Debentures or bonds current		$192,000 00
Bank over draft		2,499 45
Other liabilities		10,144 21
Total liabilities		$204,643 66
Sinking fund		24,417 36
Net liabilities		$180,226 30

Gross earnings:

From sale of water		
By meter	$2,500 00	
By contract	22,158 73	
From sale of meters		
From permits tapping mains		
From other sources	1,570 79	
Total income		$26,229 52
Less operating expenses		25,156 82
Surplus for year		$1,072 70
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.		$533 37
Office supplies and expenses.		767 41
Insurance		56 25
Legal expenses and damages		
Other expenses		
Wages		1,836 00
Supplies—Fuel		6,184 63
Pumping station supplies		50 00
Filtration supplies		
Other supplies		
For repairs and renewals		1,202 78
Interest on bonds or loans and sinking fund		14,526 38
Total cost of production		$25,156 82

Water Works, Municipality of Berlin.

Plant installed, 1888.
Gravity or pumping system.. Pumping system.
Number of gallons pumped per year, 1902, 165,581,000; 1903, 184,122,500; 1904, 218,404,500; 1905, 226, 047,700; 1906, 261,189,000; 1907. 303,757,500.
Total daily capacity of pumps. 2,000,000.
Average daily consumption, 832,000 gallons.
Cost of production for 1,000 gallons, .05.7.
Population of municipality, 13,083.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings		$210,070 54
Other assets		
Less depreciation		19,257 00
Total assets		$190,813 54

WATER WORKS, MUNICIPALITY OF BERLIN.—*Continued.*

Debentures or bonds current.		$103,182 69
Bank over draft		3,000 00
Total liabilities		$106,182 69
Gross earnings:		
From sale of water		
By meter		$16,900 45
By contract		4,093 36
From meters, rent		1,447 32
From hydrants		6,055 50
From other sources		3,544 63
Total income		$32,041 26
Less operating expenses		17,291 76
Surplus for year		$14,749 50
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$3,525 04	
Office supplies and expenses	$ 396 13	
Insurance	12 00	
Legal expenses and damages	146 36	
Other expenses		
Wages		
		$4,079 53
Supplies—Fuel	5,035 40	
Pumping station supplies	403 24	
Filtration supplies		
Other supplies	239 39	
For repairs and renewals	633 96	
Interest on bonds or loans	6,909 24	
		13,212 23
Total cost of production		$13,212 23
		$17,291 76

WATER WORKS, MUNICIPALITY OF BRANTFORD.

Plant installed, 1888-1889.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 822,097,762.
Total daily capacity of pumps, 10,000,000.
Average daily consumption, 2,252,000.
Cost of production for 1,000 gallons, .038.
Population of municipality, 20,140.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants		$370,303 79
Cost of real estate and buildings		51,000 00
Other assets		11,969 96
Total assets		$433,273 75
Debentures or bonds current		417,000 00
Total liabilities		$417,000 00
Gross earnings:		
From sale of water, By meter, By contract		$46,148 30
From sale of meters		365 64
From permits tapping mains		
From other sources		849 64
Total income		$47,363 58
Less operating expenses		31,046 91
Surplus for year		$16,316 67
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$6,795 26	
Office supplies and expenses	187 30	
Insurance	221 50	
Legal expenses and damages	374 60	
Other expenses	470 00	
Wages	4,780 65	
Supplies—Fuel		
Pumping station supplies		
Filtration supplies		
Other supplies	165 30	
		$12,994 61
For repairs and renewals	1,574 80	
Interest on bonds or loans	16,477 50	
		18,052 30
Total cost of production		$31,046 91

Water Works, Municipality of Brockville.

Plant installed, taken over 1892.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 930,118,487.
Total daily capacity of pumps, 6,500,000.
Average daily consumption, 2,548,000.
Cost of production for 1,000 gallons, .032.
Population of municipality, about 9,500.

Capital Expenditure.

Cost when plant taken over	$148,370 87
Reservoirs and storage	6,547 72
Cost of mains	37,798 77
Cost of service pipes	.....
Cost pumping equipment	22,745 72
Cost of conduits	10,532 53
Cost of real estate and buildings	28,462 13
Other assets	12,381 29
Total assets	$266,839 03
Debentures or bonds current	161,128 71
Other liabilities	261 71
Total liabilities	$161,390 42
Less sinking fund	59,505 02
Net liability	$101,885 40

Gross earnings:		
From sale of water	.....	.....
By meter		$160 78
By contract		28,149 02
From sale of meters	.....	.....
From permits tapping mains		.....
From other sources		3,162 92
Total income		$31,472 72
Less operating expenses		29,626 47
Surplus for year		$1,846 25
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$1,350 00	
Office supplies and expenses	519 45	
Insurance	150 00	
Legal expenses and damages	.....	
Other expenses	2,029 56	
Wages	3,422 76	
		7,471 77
Supplies—Fuel	3,684 66	
Pumping station supplies	786 93	
Fixed charges	7,753 28	
		12,224 87
For repairs and renewals	632 82	
Interest on bonds or loans	9,297 01	
		9,929 83
Total cost of production		29,626 47

Water Works, Municipality of Bridgeburg.

Plant installed, 1903.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 250,000.
Total daily capacity of pumps. No record.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 1,600.

Capital Expenditure.

Reservoirs	$4,898 23
Cost of mains	19,327 06
Cost of service pipes	6,050 93
Cost of hydrants	1,637 13
Cost of real estate and buildings	5,096 29
Engine and pumps	8,333 29
Other assets	1,894 09
Total assets	$47,237 02
Debentures or bonds current	55,979 44
Total liabilities	$55,979 44

Gross earnings:		
From sale of water	.....	
By meter		$1,500 00
By contract		
From sale of meters		.....
From permits tapping mains		.....
From other sources		2,610 57
Total income		4,110 57
Less operating expenses		.....
Surplus or deficiency for year		.....
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$60 00	
Office supplies and expenses	.....	
Insurance	.....	
Legal expenses and damages	.....	
Other expenses	45 00	
Wages	1,038 25	
		1,143 25
Supplies—Fuel and oil	566 05	
Pumping station supplies	.....	
Filtration supplies	.....	
Other supplies	45 90	
		611 95
For repairs and renewals	418 69	
Interest on debentures	1,936 68	
		2,355 37
Total cost of production		$4,110 57

Water Works, Municipality of Beamsville.

Plant installed, 1895.

Gravity or pumping system. Gravity system.

Number of gallons pumped per year. No record.

Total daily capacity of pumps. No record.

Average daily consumption. No record.

Cost of production for 1,000 gallons. No record.

Population of municipality, 908.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants	$20,000 00	
Cost of real estate and buildings		
Other assets		
Total assets		$20,000 00
Debentures or bonds current	16,230 00	
Total liabilities		$16,230 00

Gross earnings:		
From sale of water		
By meter		
By contract		
From sale of meters		$384 92
From permits tapping mains		
From other sources		
Total income		$384 92
Less operating expenses		1,236 44
Deficiency for year		$851 52
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$20 00	
Office supplies and expenses	2 00	
Insurance		
Legal expenses and damages	175 00	
		$197 00
Other expenses		472 94
Wages		
Supplies—Fuel		
Pumping station supplies		
Filtration supplies		
Other supplies		
For repairs and renewals		566 50
Interest on bonds or loans		
Total cost of production		$1,236 44

Water Works, Municipality of Bracebridge.

Plant installed, 1895.

Gravity or pumping system. Gravity.

Number of gallons pumped per year, 30,660,000.

Total daily capacity of pumps. Gravity.

Average daily consumption, 84,000.

Cost of production for 1,000 gallons, .083.

Population of municipality, 3,000.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants	$40,880 00	
Cost of real estate and buildings		
Other assets		
Total assets		$40,880 00
Debentures or bonds current	28,706 80	
Bank over draft	4,201 45	
Municipal over draft		
Total liabilities		$32,908 25

Gross earnings:		
From sale of water	$3,193 33	
By meter		
By contract		
From sale of meters		
From permits tapping mains	1,162 50	
From other sources		
		$4,355 83
Less operating expenses		2,706 23
Surplus for year		$1,649 60
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$480 00	
Office supplies and expenses		
Insurance		
Legal expenses and damages		
Other expenses		
Wages	466 31	
		$946 31
Supplies—Fuel		
Pumping station supplies	317 58	317 58
Filtration supplies		
Other supplies		
For repairs and renewals	37 65	37 65
Interest on bonds or loans	1,404 69	1,404 69
Total cost of production		$2,706 23

Water Works, Municipality of Cornwall.

Plant installed, 1887.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 292,000,000.
Total daily capacity of pumps, 2,000,000.
Average daily consumption, 800,000 gallons.
Cost of production for 1,000 gallons, .027.
Population of municipality, 6,000.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants	$139,746 58	
Cost of real estate and buildings		
Other assets		
Total assets		$139,746 58
Debentures or bonds current	114,806 47	
Bank over draft		
Municipal over draft		
Total liabilities		$114,806 47

Gross earnings:		
From sale of water		
By meter		
By contract		
From sale of meters		
From permits tapping mains		
From other sources		$12,419 70
Total income		$12,419 70
Less operating expenses		7,941 72
Surplus for year		$4,477 98
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$2,280 00	
Office supplies and expenses	87 85	
Insurance	26 66	
Legal expenses and damages		
Other expenses	152 53	
Wages	242 45	
		$2,789 49
Supplies—Fuel	389 94	
Pumping station supplies		
Filtration supplies	487 41	
Other supplies		
		877 35
For repairs and renewals		4,274 88
Interest on bonds or loans		
Total cost of production		$7,941 72

Water Works, Municipality of Collingwood.

Plant installed, 1889.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 265,102,500.
Total daily capacity of pumps, 1,250,000.
Average daily consumption, 726,000 gals.
Cost of production for 1,000 gallons, .035.
Population of municipality, 7,500.

Capital Expenditure.

Reservoirs		
Cost of wells and intake	$10,000 00	
Cost of service pipes	10,500 00	
Cost of hydrants and meters	3,580 00	
Cost of real estate and buildings	5,250 00	
Cost of mains	57,571 00	
Other assets	14,596 85	
Total assets		$101,497 85
Debentures or bonds current ⅔ $79,790.48.	53,193 65	
Total liabilities		$53,193 65

Gross earnings:		
From sale of water	$8,591 86	
For hydrants	3,480 00	
By contract		
From sale of meters		
From permits tapping drains		
From other sources	550 00	
Total income		$12,621 86
Less operating expenses		9,211 76
Surplus for year		$3,410 10
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	840 00	
Office supplies and expenses	200 00	
Insurance	186 50	
Legal expenses and damages		
Other expenses	25 00	
Wages	1,317 98	
		$2,569 48
Supplies—Fuel	2,886 97	
Pumping station supplies	817 93	
Filtration supplies		
Other supplies		
		3,704 80
For repairs and renewals		
Interest on bonds or loans and principal		2,937 48
Total cost of production		$9,211 76

Water Works, Municipality of Creemore.

Plant installed, 1905.
Gravity system.
Number of gallons pumped per year. No record.
Total daily capacity of pumps. No record.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Populataion of municipality, 675.

Capital Expenditure.

Reservoirs	
Cost of mains	
Cost of service pipes	
Cost of hydrants	$22,000 00
Cost of real estate and buildings	
Other assets	
Total assets	$22,000 00
Debentures or bonds current	$22,000 00
Total liabilities	$22,000 00

Gross earnings:		
From sale of water		
By meter		
By contract		$550 00
From sale of meters		
From permits tapping drains		
From other sources		
Total income		$550 00
Less operating expenses		$1,383 36
Deficiency for year		$833 36
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$75 00	
Office supplies and expenses	.....	
Insurance	.....	
Legal expenses and damages	.....	
Other expenses	.....	
Wages	.....	
Supplies—Fuel	.....	
Pumping station supplies ...	.....	
Filtration supplies	.....	
Other supplies	.....	
For repairs and renewals	.....	
Interest on bonds or loans ...	*1,308 36	
Total cost of production		$1,383 36

*Includes $407.36 of principal.

Water Works, Municipality of Dundas.

Plant installed, 1884; additions, 1891-1906.
Gravity System.
Number of gallons pumped per year. No data.
Total daily capacity of pumps. No data.
Consumption for year, metres only, 9,375,875 gals.
Cost of production for 1,000 gallons. No data.
Population of municipality, 4,044.

Capital Expenditure.

Reservoirs, storage, etc.	$5,300 00	
Cost of mains	35,230 00	
Cost of service pipes, conduits, filters, etc.	12,057 85	
Cost of hydrants and meters...	2,100 00	
Cost of real estate and buildings	1,884 77	
Other assets	.....	
Total assets	$56,572 62	
Debentures or bonds current...	$46,637 33	
Sinking fund	26,295 15	
Net debt	$20,342 08	

Gross earnings:		
From sale of water	.....	
By meter	$1,147 79	
By contract	1,017 63	
Total income		$2,165 42
Less operating expenses		4,946 39
Deficiency for year		$2,780 97
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$316 00	
Office salaries and expenses	.....	
Insurance	.....	
Legal expenses and damages	.....	
Other expenses	.....	
Wages	788 06	
Supplies—Fuel	.....	
Pumping station supplies ...	.....	
Filtration supplies	35 45	
Other supplies	1,750 28	
For repairs and renewals	2,056 60	
Interest on bonds or loans ...	.....	
Total cost of production		$4,946 39

Water Works, Municipality of Essex.

Plant installed, 1891; additions, 1897.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year. 18,000,000.
Total daily capacity of pumps. 50,000 gals.
Average daily consumption. 49.000 gals.
Cost of production for 1,000 gallons, 18.7.
Population of municipality, 1,301.

Capital Expenditure.

Reservoirs	
Cost of mains	
Cost of service pipes	
Cost of hydrants	$33,000 00
Cost of real estate and buildings	
Other assets	
Total assets	$33,000 00
Debentures or bonds current	$21,384 53
Bank overdraft	
Municipal overdraft	
Total liabilities	$21,384 53

Gross earnings:	
From sale of water	
By meter	$2,303 49
By contract	
From sale of meters	
From permits tapping drains	
From other sources	
Total income	$2,303 49
Less operating expenses	3,369 16
Deficiency for year	$1,065 67
Operating expenses:	
Salaries of officers, superintendents, clerks, etc.	
Office supplies and expenses	
Insurance	
Legal expenses and damages	
Other expenses	
Wages	490 00
Supplies—Fuel	700 00
Pumping station supplies	200 00
Filtration supplies	
Other supplies	850 00
For repairs and renewals	
Interest on bonds or loans	1,129 16
Total cost of production	$3,369 16

Water Works, Municipality of Fort William.

Plant installed, 1898.
Gravity or pumping system. Pumping system now, working on gravity system.
Number of gallons pumped per year. 273,750,000 gals.
Total daily capacity of pumps.
Average daily consumption. 750,000 gals.
Cost of production for 1,000 gallons, 13.4.
Population of municipality, 14,000.

Capital Expenditure.

Reservoirs and water works plant	$157,633 66
Cost of mains, Loch Lomond	218,876 80
Cost of service pipes	12,889 63
Cost of hydrants	
Sinking fund debt	15,341 64
Cost of real estate and buildings	
Other assets	6,278 39
Total assets	$411,020 12
Debentures or bonds current	$361,894 49
Bank overdraft	46,735 06
Municipal overdraft, sinking fund	15,716 80
Other liabilities	2,576 36
Total liabilities	$426,922 71
Less sinking fund	20,833 72
	$406,088 99

Gross earnings:	
From sale of water	
By meter	
By contract	
From sale of meters	$21,472 05
From permits tapping mains	
From other sources	
Total income	$21,472 0
Less operating expenses	36,715 51
Deficiency for year	$15,243 48
Operating expenses:	
Salaries of officers, superintendents, clerks, etc.	$1,259 88
Office supplies and expenses	1,391 44
Insurance	106 66
Legal expenses and damages	
Street water delivery	8,628 14
Other expenses	
Wages	7,154 87
Supplies—Fuel	4,729 83
Pumping station supplies	
Filtration supplies	
Other supplies	
Sinking fund	3,027 17
For repairs and renewals	1,712 21
Interest on bonds or loans	8,705 31
Total cost of production	$36,715 51

Water Works, Municipality of Galt.

Plant installed, 1891; additions, 1892, 1893, 1896, 1900, 1901, 1902, 1903, 1905, 1907.

Gravity or pumping system. Pumping to stand pipe.

Number of gallons pumped per year. 1903, 164,343,022; 1904, 196,218,088; 1905, 216,568,446; 1906, 263,084,322; 1907, 331,507,586.

Total daily capacity of pumps, 2,250,000.

Average daily consumption, 908,239 gals.

Cost of production for 1,000 gallons, .061.

Population of municipality, 9,300.

Capital Expenditure.

Reservoirs, pump well and stand pipe		$10,000 00
Cost of mains		154,909 00
Cost of service pipes		
Cost of hydrants		4,350 00
Cost of real estate and buildings		15,354 00
Other assets		11,928 36
Total assets		$196,541 36
Debentures or bonds current		$172,530 90
Bank over draft		10,118 77
Municipal over draft		
Total liabilities		$182,649 62
Gross earnings:		
From sale of water		
By meter and flat rate	$11,307 72	
By contract	700 00	
From sale of meters		
From permits tapping mains		
From other sources and hydrants	5,500 00	
Total income		$17,507 72
Less operating expenses		20,350 43
Deficiency for year		$2,842 71
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$1,445 86	
Office supplies and expenses		
Insurance	37 70	
Legal expenses and damages		
Other expenses	883 00	
Wages	988 78	
		$2,481 17
Supplies—Fuel	3,349 01	
Pumping station supplies	83 18	
Filtration supplies		
Other supplies		
		3,432 19
For repairs and renewals	1,285 94	
Interest on bonds or loans	13,151 13	
		14,437 07
Total cost of production		$20,350 43

Water Works, Municipality of Georgetown.

Plant installed, 1891.

Gravity or pumping system. Gravity system.

Number of gallons pumped per year. No record.

Total daily capacity of pumps. No record.

Average daily consumption. No record.

Cost of production for 1,000 gallons. No record.

Population of municipality, 1,511.

Capital Expenditure.

Reservoirs		$41,570 00
Cost of mains		
Cost of service pipes		
Cost of hydrants		
Cost of real estate and buildings		930 00
Other assets		
Total assets		$42,500 00
Debentures or bonds current		$36,300 00
Other liabilities		400 00
Total liabilities		$36,700 00
Gross earnings:		
From sale of water		
By meter		
By contract		
From sale of meters		$2,894 29
From permits tapping mains		
From other sources		
Total income		$2,894 29
Less operating expenses		3,038 66
Deficiency for year		144 37
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$100 00	
Office supplies and expenses		
Insurance		
Legal expenses and damages		
Other expenses		
Repairs	25 00	
		125 00

WATER WORKS, MUNICIPALITY OF GEORGETOWN.—*Continued.*

Supplies — Fuel		Interest on bonds or loans	$1,855 00
Pumping station supplies		Principal debentures	800 00
Filtration supplies			$2,913 66
Other supplies			
For repairs and renewals	$258 66	Total cost of production	$3,038 66

WATER WORKS, MUNICIPALITY OF HINTONBURGH.

Plant installed, 1899.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year. No record kept.
Total daily capacity of pumps. No record.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality. About 3,500.
Since merged in Ottawa water works plant.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings, Other assets	$103,492 20	
Total assets		$103,492 20
Debentures or bonds current	$78,234 57	
Bank over draft	2,188 84	
Total liabilities		$80,423 41
Gross earnings: From sale of water, By meter, By contract	$4,687 34	
From hydrants		2,750 00
From permits tapping mains		
From other sources		
Total income		$7,437 34
Less operating expenses		7,714 12
Deficiency for year		$276 78

Operating expenses: Salaries of officers, superintendents, clerks, etc.	$800 00	
Office supplies and expenses	35 00	
Insurance	60 00	
Legal expenses and damages		
Other expenses		
Wages, engineer and labour	1,500 00	
		$2,395 00
Supplies — Fuel, estimated	1,800 00	
Pumping station supplies	50 00	
Filtration supplies		
Other supplies		
		1,850 00
For repairs and renewals	250 00	
Interest on bonds or loans	3,219 12	
		3,469 12
Total cost of production		$7,714 12

WATER WORKS, MUNICIPALITY OF HAMILTON.

Plant installed, 1857.
Gravity or pumping system. Pumping to reservoir and gravity.
Number of gallons pumped per year, (1907), 2,515,191,600.
Total daily capacity of pumps, 13,000,000.
Average daily consumption, 6,890,000.
Cost of production for 1,000 gallons, .046.
Population of municipality, 64,067.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings, Other assets	$2,278,410 00	
Total assets		$2,278,410 00

WATER WORKS, MUNICIPALITY OF HAMILTON.—*Continued.*

Debentures or bonds current		$1,349,300 95
Sinking fund		244,410 00
Municipal over draft		
Total liabilities		$1,104,890 95
Gross earnings:		
From sale of water, By meter, By contract		$232,800 04
From sale of meters		
From permits tapping mains		
From other sources		
Total income		$232,800 04
Less operating expenses		116,178 23
Surplus for year		$116,621 81

Operating expenses:			
Salaries of officers, superintendents, clerks, etc.	$5,616 02		
Office supplies and expenses	1,043 07		
Insurance	362 05		
Legal expenses and damages	305 45		
Other expenses	1,813 75		
Wages	26,037 00		
			$35,178 34
Supplies—Fuel	16,546 25		
Pumping station supplies	1,258 54		
Filtration supplies	247 24		
Other supplies	1,782 91		
			19,834 94
For repairs and renewals	5,920 45		5,920 45
Interest on bonds or loans, estimate			55,244 50
Total cost of production			$116,178 23

WATER WORKS, MUNICIPALITY OF HANOVER.

Plant installed, 1901.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year. No record.
Total daily capacity of pumps. No record.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 2.400.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings, Other assets		$29,500 00
Total assets		$29,500 00
Debentures or bonds current		$21,495 33
Bank over draft		
Municipal over draft		
Total liabilities		$21,495 33
Gross earnings:		
From sale of water, By meter, By contract		$944 45
From sale of meters		
From permits tapping mains		
From other sources		
Total income		$944 45
Less operating expenses		2,438 90
Deficiency for year		$1,494 45

Operating expenses:		
Salaries of officers, superintendents, clerks, etc.		
Office supplies and expenses		$487 05
Insurance		74 95
Legal expenses and damages		
Other expenses, rent power.		375 00
Wages		457 50
Supplies—Fuel		
Pumping station supplies		
Filtration supplies		
Other supplies		162 67
For repairs and renewals		881 73
Interest on bonds or loans		
Total cost of production		$2,438 90

Water Works, Municipality of Hawkesbury.

Plant installed, 1904.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 116,300,000.
Total daily capacity of pumps, 1,000,000.
Average daily consumption, 318,000.
Cost of production for 1,000 gallons, .10.5.
Population of municipality, 4,500.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants	$160,945 67	
Cost of real estate and buildings		
Other assets		
Total assets		$160,945 67
Debentures or bonds current about		$85,000 00
Bank over draft		
Municipal over draft		
Total liabilities		$85,000 00

Gross earnings:		
From sale of water		$6,288 40
By meter		
By contract		
From sale of meters		
From permits tapping mains		
From other sources		
Total income		$6,288 40
Less operating expenses		5,487 64
Surplus for year		$800 76
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.		
Office supplies and expenses		
Insurance	$2,087 64	
Legal expenses and damages		
Other expenses		
Wages		
		$2,087 64
Supplies—Fuel		
Pumping station supplies		
Filtration supplies		
Other supplies		
For repairs and renewals		
estimated		$3,400 00
Interest on bonds or loans		
Total cost of production		$5,487 64

Water Works, Municipality of Iroquois.

Plant installed, 1886, acquired 1898.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 50,000,000.
Total daily capacity of pumps, 468,000 gallons.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 900.

Capital Expenditure.

Reservoirs		
Cost of mains, conduits	$5,000 00	
Cost of service pipes		
Cost of hydrants and pumping equipment	22,824 14	
Cost of real estate and buildings	9,041 03	
Other assets	3,234 70	
Total assets		$40,099 87
Debentures or bonds current	21,890 81	
Bank over draft		
Municipal over draft		
Total liabilities		$21,890 81

Gross earnings:		
From sale of water		$1,212 33
By meter		
By contract		
From sale of meters		
From permits tapping mains		
From other sources		
Total income		$1,212 33
Less operating expenses		1,261 56
Deficiency for year		$49 23
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.		
Office supplies and expenses		
Insurance	$411 56	
Legal expenses and damages		
Other expenses		
Wages		
Supplies—Fuel		
Pumping station supplies		
Filtration supplies		
Other supplies		
For repairs and renewals		
Interest on bonds or loans, estimated		$850 00
Total cost of production		$1,261 56

Water Works, Municipality of Kenora.

Plant installed, 1898.

Gravity or pumping system. Pumping system.

Number of gallons pumped per year, 135,000,000.

Total daily capacity of pumps, 2,250,000.

Average daily consumption, 370,000 gallons.

Cost of production for 1,000 gallons, 10.5.

Population of municipality, 7,000.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants	$198,457.00	
Cost of real estate and buildings		
Other assets		
Total assets		$198,457 00
Debentures or bonds current		$169,007 00
Total liabilities		$169,007 00

Gross earnings:		
From sale of water		
By meter		
By contract		
From sale of meters		
From permits tapping mains		
From other sources		
Total income		$17,316 70
Less operating expenses		14,224 42
Surplus for year		$3,092 28
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$900 00	
Office supplies and expenses	50 00	
Insurance		
Legal expenses and damages		
Other expenses		
Wages	4,148 04	
		$5,098 04
Supplies—Fuel	2,092 95	
Pumping station supplies	73 15	
		2,166 10
Filtration supplies		
Other supplies		
For repairs and renewals		
Interest on bonds or loans		6,960 28
Total cost of production		$14,224 42

Water Works, Municipality of Kincardine.

Plant installed, 1894.

Gravity or pumping system. Pumping system.

Number of gallons pumped per year, 5,000,000.

Total daily capacity of pumps. No record.

Average daily consumption. No record.

Cost of production for 1,000 gallons. No record.

Population of municipality, 2,681.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants	$44,892 18	
Cost of real estate and buildings		
Other assets	699 61	
Total assets		$45,591 79

Debentures or bonds current		$30,298 93
Bank over draft		
Municipal over draft		$1,305 92
Total liabilities		$31,604 85
Less sinking fund		2,130 15
Net liability		$29,474 70

Gross earnings:		
From sale of water		
By meter	$118 58	
By contract	2,630 67	
From sale of meters		
From permits tapping mains	258 60	
From other sources, town services	2,450 00	
Total income		$5,457 85
Less operating expenses		3,119 29
Surplus or deficiency for year		$2,338 56

WATER WORKS, MUNICIPALITY OF KINCARDINE.—*Continued*

Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$500 00	
Office supplies and expenses		
Insurance	41 04	
Legal expenses and damages		
Other expenses	102 08	
Wages	158 39	
		$801 51
Supplies—Fuel	$ 450 00	
Pumping station supplies	33 40	
Filtration supplies		
Other supplies	297 78	
		$ 781 18
For repairs and renewals	175 90	
Interest on bonds or loans	1,360 70	
		1,536 60
Total cost of production.		$3,119 29

WATER WORKS, MUNICIPALITY OF KINGSTON.

Plant installed, 1850, acquired by city, 1887.

Gravity or pumping system. Pumping system.

Number of gallons pumped per year, 772,506,000 gallons.

Total daily capacity of pumps, 7,000,000 gallons.

Average daily consumption, 2,116,000 gallons.

Cost of production for 1,000 gallons, .04.2.

Population of municipality, 19,100.

Capital Expenditure.

Reservoirs, suction pipe	$25,976 08	
Cost of mains		
Cost of service pipes	$216,166 74	
Cost of hydrants		
Cost of real estate and buildings	25,537 06	
Other assets	48,848 42	
Total assets	$316,528 30	
Debentures or bonds current.	223,500 00	
Other liabilities	126 02	
Total liabilities	$223,626 02	
The capital outlay on plant, etc., is	$435,892 00	
There has been written off for depreciation	119,363 70	
	$316,528 30	

Gross earnings:		
From sale of water		
By meter	$3,466 14	
By contract	34,470 63	
From sale of meters		
From permits tapping mains		
From other sources	1,049 83	
Total income	$38,986 60	
Less operating expenses	32,370 48	
Surplus for year	$6,616 12	
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$4,595 00	
Office supplies and expenses	448 45	
Insurance	101 02	
Legal expenses and damages	364 67	
Other expenses	321 65	
Wages	1,471 63	
		$7,302 42
Supplies—Fuel	3,958 50	
Pumping station supplies	346 27	
Filtration supplies		
Other supplies	214 56	
		4,519 33
For repairs and renewals	953 48	
Interest on bonds or loans	10,245 28	
		11,198 73
		23,020 48
Transferred to rest	2,000 00	
Debentures referred	7,350 00	
		9,350 00
Total cost of production.		$32,370 48

Water Works, Municipality of Lindsay.

Plant installed, 1892.

Gravity or pumping system. Pumped to stand pipe and served by gravity.

159,970,000.

Number of gallons pumped per year,

Total daily capacity of pumps, 1,500,000.

Average daily consumption, 440.000.

Cost of production for 1,000 gallons, 0.55.

Population of municipality, 8,000.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		$95,617 43
Coct of hydrants		
Cost of real estate and buildings		
Other assets		4,322 36
Total assets		$99,939 79
Debentures or bonds current.		84,942 54
Interest accrued		1,312 50
Bank over draft		3,607 66
Other liability		128 71
Total liabilities		$89,991 41
At credit profit and loss		9,948 38
		$98,939 79

Gross earnings:		
From sale of water		
By meter		$5,256 24
By contract		3,533 30
From sale of meters		
From permits tapping mains, hydrant		3,290 00
From other sources		812 73
Total income		$12,892 27
Less operating expenses		8,916 83
Surplus for year		$3,975 44
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$2,558 75	
Office supplies and expenses	263 87	
Insurance	40 00	
Legal expenses and damages		
Other expenses		
Wages		$2,862 62
Supplies—Fuel		2,069 77
Pumping station supplies		
Filtration supplies		
Other supplies		
For repairs and renewals	721 48	
Interest on bonds or loans	3,262 96	3,984 44
Total cost of production		$8,916 83

Water Works, Municipality of Listowel.

Plant installed, 1904.

Gravity or pumping system. Pumping system.

Number of gallons pumped per year. No record.

Total daily capacity of pumps, 1,656,000.

Average daily consumption. No record.

Cost of production for 1,000 gallons. No record.

Population of municipality, 2,830.

Capital Expenditure.

Reservoirs, tanks, etc.	$10,300 00
Cost of mains	13.800 00
Cost of service pipes	
Cost of hydrants and meters	1,610 00
Cost of real estate and buildings	5.500 00
Other assets	13,790 00
Total assets	$45,000 00
Debentures or bonds current	$34,666 53
Total liabilities	$34,666 53

Gross earnings:		
From sale of water		$1,153 78
By meter		565 83
By contract		2,140 00
From sale of meters		
From permits tapping mains		
From other sources		72 00
Total income		$3,931 61
Less operating expenses		4,430 56
Deficiency for year		$498 95

WATER WORKS, MUNICIPALITY OF LISTOWEL.—*Continued.*

Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$607 50	
Office supplies and expenses	10 00	
Insurance	40 00	
Legal expenses and damages		
Other expenses		
Wages		
		$657 50
Supplies—Fuel	$ 940 37	
Pumping station supplies	279 67	
Other supplies		
		$1,220 04
For repairs and renewals	506 37	
Interest on bonds or loans	2,046 65	
		2,553 02
Total cost of production		$4,430 56

WATER WORKS, MUNICIPALITY OF LUCKNOW.

Plant installed, 1890.

Gravity or pumping system. Pumping system.

Number of gallons pumped per year. No record.

Total daily capacity of pumps. No record.

Average daily consumption. No record.

Cost of production for 1,000 gallons. No record.

Population of municipality, 1,035.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants	$10,000 00	
Cost of real estate and buildings		
Other assets		
Total assets		$10,000 00
Debentures or bonds current		
Bank over droft		
Municipal over draft		
Total liabilities		

Gross earnings:		
From sale of water ... By meter ... By contract ...	Plant used for fire protection only.	
From sale of meters ... From permits tapping mains ... From other sources ...	Cost of operation paid out of general funds.	
Total income		
Less operating expenses		
Surplus or deficiency for year		
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$560 00	
Office supplies and expenses		
Insurance	40 00	
Legal expenses and damages		
Other expenses	125 00	
Wages		
		$725 00
Supplies—Fuel	287 74	
Pumping station supplies		
Filtration supplies		
Other supplies	314 09	
		601 83
For repairs and renewals		600 00
Interest on bonds or loans		
Total cost of production		$1,926 83

WATER WORKS, MUNICIPALITY OF LONDON.

Plant installed in 1878.
Pumping system.
Number of gallons pumped during year 1907, 1,339,218,533.
Total daily capacity of pumps:
Water power 3,000,000
Steam power 6,000,000
Average daily consumption.....3,668,000
Cost of production for 1,000 gallons, .0525.
Population of municipality, 47,250.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants	$802,111 52	
Cost of real estate and buildings		89,058 02
Other assets		33,149 47
Total assets		$924,319 01

WATER WORKS, MUNICIPALITY OF LONDON.—*Continued.*

City of London over draft		$872,461 21
Bank over draft		.....
Municipal over draft		34,257 14
Other liabilities		17,600 66
Total liabilities		$924,319 01
Gross earnings:		
From sale of water		
By meter		$106,445 53
By contract		
From sale of meters		.....
From permits tapping mains		.....
From other sources, interest and rentals		1,052 45
Total income		$107,497 98
Less operating expenses		74,787 47
Surplus for year		$32,710 51
Operating expenses:		
Salaries, of officers, superintendents, clerks, etc	$5,765 00	
Office supplies and expenses	$1,073 94	
Insurance	680 01	
Legal expenses and damages	5,418 31	
Other expenses	8,607 18	
Wages	13.635 77	
		$35,180 21
Supplies—Fuel	5,644 73	
Pumping station supplies	3,104 36	
Filtration supplies	.....	
Other supplies	1,424 86	
		10,173 95
For repairs and renewals		6,623 31
		$51,977 47
Interest on bonds or loans, paid by city		22,810 00
Total cost of production		$74,787 47

WATER WORKS, MUNICIPALITY OF MERRITTON.

Plant installed, 1888, 1889.
Gravity or pumping system. Gravity system.
Number of gallons pumped per year.
Total daily capacity of pumps.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 1,553.

Capital Expenditure.

Reservoirs	$16,000 00
Cost of mains	56,187 43
Cost of service pipes	5,500 00
Cost of hydrants	3,000 00
Cost of real estate and buildings	500 00
Other assets	4,500 00
Total assets	$85,687 43
Debentures or bonds current	$35,532 81
Total liabilities	$35,532 81

Gross earnings:		
From sale of water		.....
By meter		$2,713 48
By contract		1,954 01
From sale of meters		.....
From permits tapping mains		.....
From other sources		3 50
Total income		$4,670 99
Less operating expenses		3,342 02
Surplus for year		$1,328 97
Operating expenses:		
Salaries of officers, superintendents, clerks, etc	$585 20	
Office supplies and expenses	.....	
Insurance	.....	
Legal expenses and damages	18 50	
Other expenses	96 00	
Wages	461 93	
		$1,161 63
Supplies—Fuel	.....	
Pumping station supplies	.....	
Flitration supplies	.....	
Other supplies	10 00	
For repairs and renewals	170 39	
Interest on bonds or loans	2,000 00	
		2,180 39
Total cost of production		$3,342 02

Water Works, Municipality of Morrisburg.

Plant installed, 1887.

Gravity or pumping system. Pumping.

Number of gallons pumped per year. No record.

Total daily capacity of pumps. No record.

Average daily consumption. No record.

Cost of production for 1,000 gallons. No record.

Population of municipality, 1,600.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings, Other assets	$25,000 00
Total assets	$25,000 00
Debentures or bonds current, estimated	$20,000 00
Bank over draft	.....
Municipal over draft	.....
Total liabilities	$20,000 00

Gross earnings: From sale of water, By meter, By contract, From sale of meters, From permits tapping mains, From other sources	$2,511 95
Total income	$2,511 95
Less operating expenses	3,699 83
Deficiency for year*	$1,187 88

Operating expenses:	
Salaries of officers, superintendents, clerks, etc.	$400 00
Office supplies and expenses	.....
Insurance	38 25
Legal expenses and damages	.....
Other expenses	.....
Wages	209 69
Supplies—Fuel	.....
Pumping station supplies, Filtration supplies	465 20
Other supplies	.....
For repairs and renewals and extension	975 39
Interest on bonds or loans	1,611 30
Total cost of production	$3,699 83

*Nothing allowed for fire pritection, which costs about $1,000 per year.

Water Works, Municipality of Mt. Forest.

Plant installed, 1898.

Gravity or pumping system. Pumping system.

Number of gallons pumped per year. 44,000,000.

Total daily capacity of pumps, 648,000 gals.

Average daily consumption. No record.

Cost of production for 1,000 gallons. No record.

Population of municipality, 2,300.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings, Other assets	$34,500 00
Total assets	$34,500 00
Debentures or bonds current	$28,958 68
Bank over draft	.....
Municipal over draft	.....
Total liabilities	$28,958 68

Gross earnings: From sale of water, By meter, By contract	$2,594 08
From sale of meters	.....
From permits tapping mains	.....
From other sources, hydrants, etc.	950 00
Total income	$3,544 08
Less operating expenses	3,911 81
Deficiency for year	$367 73

Water Works, Municipality of Newmarket.

Plant installed, 1887.
Gravity or pumping system. Pumping to reservoir and gravity system.
Number of gallons pumped per year. 69,350,000 gals.
Total daily capacity of pumps, 2,880,000.
Average daily consumption, 190,000 gals.
Cost of production for 1,000 gallons.
Population of municipality, 3,000.

Capital Expenditure.

Reservoirs and tanks	$1,500 00
Cost of mains	23,000 00
Cost of service pipes, pumping equipment	4,250 00
Cost of wells	4,800 00
Cost of real estate and buildings	3,550 00
Other assets	14,225 00
Total assets	$51,325 00
Debentures or bonds current	$14,363 28
Bank over draft	.....
Municipal over draft	.....
Total liabilities	$14,363 28
Gross earnings:	
From sale of water	$2,383 17
By meter	.....
By contract	.....
Allowance for fire protection	$1,845 00
From sale of meters	.....
From permits tapping mains	.....
From other sources	75 00
Total income	$4,303 17
Less operating expenses	2,186 84
Surplus for year	$2,116 33

Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$50 00	
Office supplies and expenses	131 00	
Insurance	.....	
Legal expenses and damages	90 00	
Other expenses	.....	
Wages	600 00	
		871 00
Supplies—Fuel		600 00
Pumping station supplies		.....
Filtration supplies		.....
Other supplies		141 3
For repairs and renewals		.....
Interest on bonds or loans		574 52
Total cost of production		$2,186 84

Water Works, Municipality of Niagara Falls.

Plant installed, 1884.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year. 1,123,000,000.
Total daily capacity of pumps, 5,500,000.
Average daily consumption, 3,077,000.
Cost of production for 1,000 gallons, .026.
Population of municipality, 7,087.

Capital Expenditure.

Reservoirs	
Cost of mains	
Cost of service pipes	$176,000 00
Cost of hydrants	
Cost of real estate and buildings	
Other assets	4,566 62
Total assets	$180,566 62
Debentures or bonds current	$75,043 60
Bank over draft	9,647 81
Municipal over draft	.....
Total liabilities	$84,691 41
Gross earnings:	
From sale of water	$18,402 42
By meter	.....
By contract	.....
From sale of meters	.....
From permits tapping drains	.....
From other sources	.....
Total income	$18,402 42
Less operating expenses	29,015 44
Deficiency for year	$10,613 02

Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$3,755 00	
Office supplies and expenses	88 78	
Insurance	12 50	
Legal expenses and damages	6 00	
Other expenses	14,382 05	
Wages	857 16	
		$19,101 49
Supplies—Fuel		.....
Pumping station supplies		558 17
Filtration supplies		.....
Other supplies		.....
For repairs and renewals	1,227 72	
Interest on bonds or loans	3,827 22	
Debenture principal	4,300 84	
		9,355 78
Total cost of production		$29,015 44

Water Works, Municipality of North Bay.

Plant installed, 1891.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year. No data.
Total daily capacity of pumps, 1,250,000.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 6,000.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings		$107,265 60
Other assets		945 00
Total assets		$108,210 60
Debentures or bonds current..		$62,513 87
Total liabilities		$62,513 87

Gross earnings:

From sale of water, By meter, By contract		$12,740 61
From sale of meters		
From permits tapping mains		
From other sources		1,300 00
Total income		$14,040 61
Less operating expenses		13,699 01
Surplus for year		$341 60

Operating expenses:

Salaries of officers, superintendents, clerks, etc.	$400 00	
Office supplies and expenses	100 00	
Insurance	175 00	
Legal expenses and damages		
Other expenses		
Wages	1,380 00	
		$2,055 00
Supplies — Fuel	3,500 00	
Pumping station supplies		
Filtration supplies		
Other supplies	2,874 87	
		6,374 87
For repairs and renewals		
Interest on bonds or loans		5,269 14
Total cost of production		$13,699 01

Water Works, Municipality of Orangeville.

Plant installed, 1896.
Gravity or pumping system. Gravity system.
Number of gallons pumped per year. No record.
Total daily capacity of pumps. No record.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 2,733.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings		$49,457 67
Other assets		
Total assets		$49,457 67
Debentures or bonds current..		46,964 54
Total liabilities		$49,964 54

Gross earnings:

From sale of water		
By meter		75 00
By contract		2,850 85
From sale of meters		
From permits tapping mains		
From other sources		
Total income		2,925 85
Less operating expenses		$2,207 48
Surplus for year		$718 37

Operating expenses:

Salaries of officers, superintendents, clerks, etc.	
Office supplies and expenes	
Insurance	
Legal expenses and damages	
Other expenses	$2,207 48
Wages	
Supplies—Fuel	
Pumping station supplies.	
Filtration supplies	
Other supplies	
For repairs and renewals	
Interest on bonds or loans	
Total cost of production	$2,207 48

Water Works, Municipality of Owen Sound.

Plant installed, taken over from private company in 1890.
Gravity or pumping system. Gravity system.
Number of gallons pumped per year, 235,753,500.
Total daily capacity of pumps. Gravity system.
Average daily consumption, 645,900 gallons.
Cost of production for 1,000 gallons, .057.
Population of municipality, 11,000.

Capital Expenditure.

Other assets		
buildings.....		
Cost of real estate and	No separate record kept of these items.	
Cost of hydrants.....		
Cost of service pipes.....		
Cost of mains.....		
Reservoirs		
Total assets		$145,744 73
Debentures or bonds current		$131,548 72
Bank over draft		2,024 95
Municipal over draft		133,573 67
Sinking fund		40,799 83
Net debt		$92,773 84
Gross earnings:		
From sale of water		
By meter	$12,957 83	
By contract		
From rent of hydrants.....		3,000 00
From permits tapping mains		
From interest		1,184 91
Total income		$17,142 74
Less operating expenses		13,362 82
Surplus for year		$3,779 92
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.....	$1,345 67	
Office supplies and expenses	72 55	
Insurance		
Legal expenses and damages.....		
Other expenses, depreciation	2,943 46	
Wages	1,762 46	
		$6,124 45
Supplies—Fuel.....	.....	
Pumping station supplies		
Filtration supplies.....		
Other supplies.....		
For repairs and renewals	1,494 41	
Interest on bonds or loans.....	5,743 96	
		7,238 37
Total cost of production.		$13,362 82

Water Works, Muncipality of Oshawa.

Plant installed, 1904, additions, 1904, 1905, 1906, 1907.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 54,038,734.
Total daily capacity of pumps, 1,152,000.
Average daily consumption, 148,000 gallons.
Cost of production for 1,000 gallons, 15.8.
Population of municipality, 6,400.

Capital Expenditure.

Reservoirs		$14,305 12
Cost of mains		49,588 78
Cost of service pipes and conduits		18,621 00
Cost of hydrants and meters		6,620 87
Cost of pumping equipment.		13,783 01
Cost of real estate and buildings		11,667 00
Other assets		15,376 15
Total assets		$129,961 93
Debentures or bonds current.		127,067 20
Total liabilities		$127,067 20
Gross earnings:		
From sale of water		
By meter	$4,344 78	
By contract		
From sale of meters	.....	
From permits tapping mains		
From other sources		3,107 55
Total income		$7,452 33
Less operating expenses		8,519 79
Deficiency for year		$1,067 46
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.....	$215 00	
Office supplies and expenses	33 52	
Insurance	50 00	

WATER WORKS, MUNICIPALITY OF OSHAWA.—*Continued.*

Legal expenses and damages		
Other expenses	$158 79	
Wages	670 45	
		$1,127 76
Supplies—Fuel	1,380 33	
Pumping station supplies	222 95	
Filtration supplies		
Other supplies	147 48	
		$1,751 76
For repairs and renewals	$484 20	
Interest on bonds or loans	5,157 07	
		$5,640 27
		$5,640 27
Total cost of production		$8,519 79

WATER WORKS, MUNICIPALITY OF OTTAWA.

Plant installed, 1874, additions, 1890, 1901, 1908.

Gravity or pumping system. Direct pressure pumping system.

Number of gallons pumped per year, 4,887,349,000.

Total daily capacity of pumps, 20,500,000.

Average daily consumption, 13,398,000.

Cost of production for 1,000 gallons, .03.14.

Population of municipality, 76,260.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings, Other assets		$2,100,000 00
Total assets		$2,100,000 00
Debentures or bonds current		1,587,250 67
Bank over draft		
Municipal over draft		
Total liabilities		$1,587,250 67

Gross earnings: From sale of water: By meter, By contract; From sale of meters; From permits tapping mains; From other sources		$174,022 21
Total income		$174,022 21
Less operating expenses		153,438 82
Surplus for year		$20,583 39
Operating expenses: Salaries of officers, superintendents, clerks, etc.; Office supplies and expenses	$10,561 96	
Fire alarm	4,134 52	
Legal expenses and damages	8,901 75	
Other expenses	171 88	
Wages	7,218 18	
		$30,988 29
Supplies—Fuel		
Pumping station supplies		
Filtration supplies		
Other supplies		
For repairs and renewals	40,523 01	
Interest on bonds or loans	81,927 52	
		122,450 53
Total cost of production		$153,438 82

WATER WORKS, MUNICIPALITY OF PORT HOPE.

Plant installed, 1896.

Gravity or pumping system. Pumping system.

Number of gallons pumped per year, 55,896,700.

Total daily capacity of pumps, 2,448,000.

Average daily consumption, 153,000 gallons.

Cost of production for 1,000 gallons.

Population of municipality, 5,000.

Capital Expenditure.

Original grant paid for plant	$57,449 19
Reservoirs, filters and water tower	9,888 36
Cost of mains	3,367 00
Cost of service pipes	24,295 00
Cost of hydrants	2,543 25
Cost of meters	4,321 68
Cost of real estate and buildings	1,342 03
Other assets	
Total assets	$103,206 51

WATER WORKS, MUNICIPALITY OF PORT HOPE..—*Continued.*

Debentures or bonds current.		42,496 22
Bank over draft		500 00
Municipal over draft		.....
Total liabilities		$42.996 22
Gross earnings:		
From sale of water	.....	.....
By meter	$4,785 90	
By contract	1,922 49	
From sale of meters	.....	.....
From permits tapping mains	.....	.....
From other sources	230 02	
Total income		$6,938 41
Less operating expenses		6,667 58
Surplus for year		$270 83

Operating expenses:		
Salaries of officers, superintendents, clerks, etc	1,522 00	
Office supplies and expenses	$48 92	
Insurance	.....	
Legal expenses and damages	.....	
Other expenses	2,497 86	
		$4,068 78
Wages	.....	
Supplies—Fuel	1,640 12	
Pumping station supplies	256 07	
		1,896 19
Filtration supplies	.....	
Other supplies	.....	
For repairs and renewals	488 90	
*Interest on bonds or loans	213 71	
		702 61
Total cost of production		$6,667 58

* Interest on cost of construction paid out of general fund.

WATER WORKS, MUNICIPALITY OF PORT ARTHUR.

Plant installed, 1903, 1904.
Gravity or pumping system. Pumping system.
Number of gallons pumped for year, 211,700,000.
Total daily capacity of pumps, 3,168,000 gallons.
Average daily consumption, 580,000 gallons.
Cost of production for 1,000 gallons, 0.17.6.
Population of municipality, 13,000.

Capital Expenditure.

Reservoirs		$7,200 00
Pumping equipment		8,500 00
Cost of service pipes, Cost of hydrants, Other assets		$373,436 81
Cost of real estate and buildings		5,000 00
*Total assets		$394,136 81
Debentures or bonds current.		500,000 00
Total liabilities		$500,000 00
Gross earnings:		
Water carriers	$328 25	
From sale of water	.....	.....
By meter	.....	.....
By contract	12,618 77	
From sale of meters	.....	.....
From permits tapping mains	2,098 03	
From other sources	29 00	
Total income		$15,074 05
Less operating expenses		37,333 51
Deficiency for year		$22,259 46

Operating expenses:		
Salaries of officers, superintendents, clerks, etc	$1,500 00	
Office supplies and expenses	128 40	
Insurance	.....	
Legal expenses and damages	.....	
Other expenses	9,189 93	
		$12,333 51
Supplies—Fuel, Waterpower	1,515 18	
Pumping station supplies	.....	
Filtration supplies	.....	
Other supplies	.....	
For repairs and renewals	.....	
Interest on bonds and loans	.....	25,000 00
Total cost of production		$37,333 51

*Installation of water mains is not computed.

Water Works, Municipality of Port Colborne.

Plant installed, 1898.

Gravity or pumping system. Pumping into stand pipe.

Number of gallons pumped per year. No record.

Total daily capacity of pumps. No record.

Average daily consumption. No record.

Cost of production for 1,000 gallons. No record.

Population of municipality, 1,500.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants		$25,000 00
Cost of real estate and buildings		
Other assets		
Total assets		$25,000 00
Debentures or bonds current.		$16,000 00
Total liabilities		$16,000 00

Gross earnings:		
From sale of water		
By meter		
By contract		
From sale of meters		$1,972 45
From permits tapping mains		
From other sources		
Total income		$1,972 45
Less operating expenses		1,340 00
Surplus for year		$632 45
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$600 00	
Office supplies and expenses		
Insurance		
Legal expenses and damages		
Other expenses		
Wages		
Supplies — Fuel (not gas)	100 00	
		$700 00
Pumping station supplies		
Filtration supples		
Other supplies		
For repairs and renewals		640 00
Interest on bonds or loans		
Total cost of production		$1,340 00

Water Works, Municipality of Penetanguishene.

Plant installed, 1890.
Gravity or pumping system. Pumping to steel tank.
Number of gallons pumped per year, 93,075,000 gallons.
Total daily capacity of pumps, 1,160,000 gallons.
Average daily consumption, 255,000 gallons.
Cost of production for 1,000 gallons, .04.6.
Population of municipality, 3,300.

Capital Expenditure.

Reservoirs, wells and storage.	$5,500 00	
Cost of mains	25,400 00	
Cost pumping equipment	7,500 00	
Cost of service pipes		
Cost of hydrants and meters.	1,600 00	
Cost of real estate and buildings	3,500 00	
Other assets	4,000 00	
Total assets		$47,500 00
Debentures or bonds current.	28,270 00	
Total liabilities		$28,270 00

Gross earnings:		
From sale of water		
By meter	$1,200 00	
By contract	2,700 00	
From sale of meters		
From permits tapping mains		
From other sources		
Total income		$3,900 00
Less operating expenses		$4,291 31
Deficiency for year		$391 31
Operating expenses:		
Salaries of officers, superintendents, clerks, etc		
Office supplies and expenses	$25 00	
Insurance		

WATER WORKS, MUNICIPALITY OF PENETANGUISHENE.—*Continued.*

Legal expenses and damages		
Other expenses		
Pumping	$2,300 00	
Supplies—Fuel		
Pumping station supplies		
Filtration supplies		
Other supplies	$466 31	
		$2,791 31
For repairs and renewals		
Interest on bonds or loans		1,500 00
Total cost of production		$4,291 31

WATER WORKS, MUNICIPALITY OF PAISLEY.

Plant installed, 1888, no additions since.
Pumping system.
Number of gallons pumped per year. No data available.
Total daily capacity of pumps. No data available.
Average daily consumption. No data available.
Cost of production for 1,000 gallons. No data available.
Population of municipality, 815.

Capital Expenditure.

Cost of mains, Cost of service pipes, Cost of hydrants	$6,500 00

Water pumped from Saugeen River for street watering and fire purposes only, cost of operation paid by municipality.

WATER WORKS, MUNICIPALITY OF PRESCOTT.

Plant installed, 1900, additions, 1901 and 1906.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 1903, 96,511,680; 1904, 124,104,384; 1905, 173,808,024; 1906, 69,040,596; 1907, 60,945,408.
Total daily capacity of pumps, 1,440,000 gallons.
Average daily consumption, 166,000 gallons.
Cost of production for 1,000 gallons, .11.1.
Population of municipality, 3,108.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants	$63,685 43	
Cost of real estate and buildings	1,050 00	
Other assets	4,659 79	
Total assets		$69,395 22
Debentures or bonds current	54,182 05	
Other liabilities	2,152 50	
Total liabilities		$56,334 55

Gross earnings:		
From sale of water		
By meter		$2,367 26
By contract		5,050 02
Total income		$7,417 28
Less operating expenses		6,804 18
Surplus for year		$613 10
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$360 00	
Office supplies and expenses	227 52	
Insurance		
Legal expenses and damages		
Other expenses	898 31	
Wages	549 00	
		$2,034 83
Supplies—Fuel		1,000 04
Pumping station supplies		55 88
Filtration supplies		75 28
Other supplies		606 74
For repairs and renewals		
Interest on bonds or loans		3,031 41
Total cost of production		$6,804 18

Water Works, Municipality of Port Perry.

Gravity or pumping system. Pumping system.
Number of gallons pumped per year. No record.
Total daily capacity of pumps. No record.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 1,300.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants	(a)$24,000 00	
Cost of real estate and buildings		
Other assets		
Total assets		$24,000 00
Debentures or bonds current	(b)22,788 00	
Total liabilities		$22,788 00

Gross earnings:

From sale of water		
By meter		
By contract	$750 00	
From sale of meters		
From permits tapping mains		
From other sources		
Total income		$750 00
Less operating expenses		750 00
Surplus or deficiency for year.		

Operating expenses:

Salaries of officers, superintendents, clerks, etc.		
Office supplies and expenses		
Insurance		
Legal expenses and damages		$3,847 56
Other expenses		
Wages		
Supplies—Fuel		
Pumping station supplies.		
Filtration supplies		
Other supplies		
Less portion of expense for lighting		$3,097 56
		$750 00
Interest on bonds or loans		
Total cost of production		

(a) This item includes cost of lighting plant.
(b) This item includes liability in respect of lighting plant.

Water Works, Municipality of Renfrew.

Plant installed, 1898, 1899.
Pumping system. Pumping system.
Number of gallons pumped per year, 170,000,000.
Total daily capacity of pumps, 2,500,000 gallons.
Average daily consumption, 465,800 gallons.
Cost of production for 1,000 gallons, .04.5.
Population of municipality, 3,500.

Capital Expenditure.

Cost of tower	$441 00	
Cost reservoirs and tanks	2,801 00	
Cost of mains		
Cost of Filters	7,000 00	
Cost of pumping equipment.	3,263 00	
Cost 100 hydrants	3,516 00	
Cost of real estate and buildings	4,253 00	
Electric pump	3,000 00	
Other assets	52,588 00	
Total assets		$76,862 00
Debentures or bonds current.	57,774 94	
Bank over draft		
Municipal over draft		
Total liabilities		$57,774 94

Gross earnings:

From sale of water		
By meter		
By contract	$7,197 94	
From sale of meters		
From permits tapping mains		
From other sources	2,425 00	
Total income		$9,622 94
Less operating expenses		6,058 27
Surplus for year		$3,564 67

Operating expenses:

Salaries of officers, superintendents, clerks, etc.	$330 00	
Office supplies and expenses		
Insurance		
Legal expenses and damages		
Other expenses	241 56	
Wages	1,095 80	
Supplies—Fuel	447 71	
Pumping station supplies	1,000 00	
Filtration supplies	148 00	
Other supplies	132 00	
For repairs and renewals	352 20	
		$3,747 27
Interest on bonds or loans		2,311 00
Total cost of production		$6,058 27

Water Works, Municipality of Seaforth.

Plant installed, 1879.

Gravity or pumping system. Pumping system.

Number of gallons pumped per year. No record.

Total daily capacity of pumps, 1,800,000.

Average daily consumption. No record.

Cost of production for 1,000 gallons. No record.

Population of municipality, 2,276.

Capital Expenditure.

Reservoirs		
Cost of service pipes		
Cost of hydrants		
Cost of real estate and buildings	$14,500 00	
Other assets		
Total assets		$14,500 00
Debentures or bonds current.	3,500 00	
Total liabilities		$3,500 00

Gross earnings:		
From sale of water		
By meter		
By contract		
From sale of meters		*$678 26
From permits tapping mains		
From other sources		
Total income		$678 26
Less operating expenses		1,180 96
Deficiency for year		$502 70
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.		
Office supplies and expenses		
Insurance		
Legal expenses and damages		
Other expenses		
Wages	$360 00	
Supplies—Fuel	620 61	
Pumping station supplies		
Filtration supplies	25 35	
		$1,005 96
Other supplies		
For repairs and renewals		
Interest on bonds or loans		175 00
Total cost of production		$1,180 96

*No allowance made for fire protection.

Water Works, Municipality of Stayner.

Plant installed, 1898.
Gravity or pumping system. Gravity system.
Number of gallons pumped per year. No record.
Total daily capacity of pumps. No record.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 1,100.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants	$25,000 00	
Cost of real estate and buildings		
Other assets		
Total asset		$25,000 00
Debentures or bonds current.	$20,304 96	
Total liabilities		$20,304 96

Gross earnings:		
From sale of water	.....	.....
By meter	.....	.....
By contract	.....	$1,015 20
From sale of meters	.....	.....
From permits tapping mains	.....	.....
From other sources	.....	.....
Total income	.....	$1,015 20
Less operating expenses	.....	$1,562 90
Deficiency for year	.....	$547 70
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	.....	$48 60
Supplies—Fuel	.....	.....
Pumping station supplies	.....	.....
Filtration supplies	.....	.....
Other supplies	.....	.....
For repairs and renewals	.....	.....
Interest on bonds or loans	.....	$843 61
Principal paid off	.....	670 69
Total cost of production		$1,562 90

Water Works, Municipality of Stouffville.

Plant installed, 1897.
Gravity or pumping system. Gravity system.
Number of gallons pumped per year. No record.
Total daily capacity of pumps. No record.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 1,050.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants	$25,000 00	
Cost of real estate and buildings		
Other assets		
Total assets		$25,000 00
Debentures or bonds current	19,649 00	
Bank over draft		
Municipal over draft		
Total liabilities	19,649 00	

Gross earnings:		
From sale of water		$518 58
By meter		
By contract		
From sale of meters		
From permits tapping mains		
From other sources		
Total income		$518 58
Less operating expenses		911 31
Deficiency for year		$392 73
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.		
Office supplies and expenses		
Insurance		
Legal expenses and damages		$99 99
Other expenses		
Wages		
Supplies—Fuel		
Pumping station supplies.		
Filtration supplies		
Other supplies		
For repairs and renewals		
Interest on bonds or loans		$811 32
Total cost of production		$911 31

Water Works, Municipality of Stratford.

Plant installed, 1903.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 222,606,800.
Total daily capacity of pumps, 2,500,000.
Average daily consumption, 609,000.
Cost of production for 1,000 gallons, .075.
Population of municipality, 14,062.

Capital Expenditure.

Reservoirs and construction		$65,089 02
Cost of plant and equipment		97,722 56
Cost of service pipes		2,841 74
Cost of hydrants, meter, etc.		4,088 16
Cost of real estate and buildings		
Other works		11,192 60
Other assets		16,180 34
Total assets		$197,114 42
Debentures or bonds current	173,028 54	
Due municipality	24,085 88	
Total liabilities		$197,114 42

Gross earnings:		
From sale of water		$21,688 55
By meter		
By contract		
From sale of meters		
From permits tapping mains		
From other sources		490 53
Total income		$22,179 08
Less operating expenses		16,833 44
Surplus for year		$5,345 64
Operating expenses:		
Salaries of officers, superintendents, clerks, etc	$3,077 08	
Office supplies and expenses	188 38	
Insurance		
Legal expenses and damages	302 72	
Other expenses	1,780 67	
		5,348 85
Wages		
Supplies—Fuel		3,386 36
Pumping station supplies		
Filtration supplies		
Other supplies		
For repairs and renewals	1,491 07	
Interest on bonds or loans	6,607 16	
		8,098 23
Total cost of production		$16,833 44

Water Works, Municipality of Shelburne.

Plant installed, 1899, additions, 1900 and 1901.
Pumping system. Pumping system. Wind mills.
Number of gallons pumped per year. No record.
Total daily capacity of pumps. No record.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 1,200.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings, Other assets	Approximation. $25,000 00
Total assets	$25,000 00
Debentures or bonds current	11,348 64
Total liabilities	$11,348 64

Gross earnings:

From sale of water		
By meter		$1,137 50
From other sources		$13 95
Total income		$1,151 45
Less operating expenses		1,016 20
Surplus for year		$135 25

Operating expenses:

Salaries of officers, superintendents, clerks, etc.	125 00	
Office supplies and expenses		
Insurance		
Legal expenses and damages		
Other expenses		
Wages		
Supplies—Fuel		
Pumping auxilary	137 28	
Filtration supplies		
Other supplies		
For repairs and renewals	300 00	562 28
Interest on bonds or loans		453 92
Total cost of production		$1,016 20

Water Works, Municipality of St. Catharines.

Plant installed, 1878, 1879.
Gravity or pumping system. Gravity system.
Number of gallons pumped per year. 788,000,000.
Total daily capacity of pumps.
Average daily consumption, 2,158,000 gals.
Cost of production for 1,000 gallons, .03.3.
Population of municipality, 12,302.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of hydrants, Cost of service pipes, Cost of real estate and buildings, Other assets	Original data of cost of separate items not available.
Total assets	$537,664 27
Debentures or bonds current	$345,000 00
Bank over draft	
Municipal over draft	
Total liabilities	$345,000 00
Sinking fund reserve	45,491 86
Net liability	$299,508 14

Gross earnings:

From sale of water	
By meter	$6,610 18
By contract	20,663 15
From sale of meters	101 70
From permits tapping mains	
From hydrant rental	5,810 00
From other sources	4,012 08
Total income	$37,197 71
Less operating expenses	25,745 35
Surplus for year	$11,452 36

Operating expenses:

Salaries of officers, superintendents, clerks, etc.	$2,773 33	
Office supplies and expenses	161 90	
Insurance	26 50	
Reservoir expenses	2,348 78	
Legal expenses and damages		
Other expenses	1,253 18	
Services and renewals	2,440 93	
Wages		
		$9,504 62
Supplies—Fuel		
Pumping station supplies		
Filtration supplies		
Other supplies		
For repairs and renewals	$2,440 73	
Interest on bonds or loans	13,800 00	
		16,240 73
Total cost of production		$25,745 35

Water Works, Municipality of St. Marys.

Plant installed, 1900.
Gravity or pumping system. Pumping.
Number of gallons pumped per year. No record.
Total daily capacity of pumps, 2,500,000 gals.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 3,344.

Capital Expenditure.

Reservoirs		
Cost of mains	Including cost of equipment, etc. of electric lighting plant, estimated.	
Cost of service pipes		
Cost of hydrants		
Cost of real estate and buildings		
Other assets		
Total assets		$50,000 00
Debentures or bonds current*		$42,739 42
Bank over draft		
Municipal over draft		
Total liabilities		$42,739 42

*This includes debentures issued to cover cost of installation of electric light plant, etc.

Gross earnings:		
From sale of water and electric light		
By meter		
By contract		$6,139 92
From sale of meters		
From permits tapping mains		
From other sources		
Total income		$6,139 92
Less operating expenses		$6,693 69
Deficiency for year		$553 77
Operating expenses, including electric light plant		
Salaries of officers, superintendents, clerks, etc.		
Office supplies and expenses		
Insurance		
Legal expenses and damages		$6,693 69
Other expenses		
Wages		
Supplies—Fuel		
Pumping station supplies		
Filtration supplies		
Other supplies		
For repairs and renewals		
Interest on bonds or loans		
Total cost of production		$6.693 69

Water Works, Municipality of St. Thomas.

Plant installed, 1890.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year. 507,103,436.
Total daily capacity of pumps, 9,000,000.
Average daily consumption, 1,397,000.
Cost of production for 1,000 gallons, 03.8.
Population of municipality, 15,000.

Capital Expenditure.

Reservoirs		
Cost of mains		
Cost of service pipes		
Cost of hydrants		$280,878 08
Cost of real estate and buildings		
Other assets		
Total assets		$280,878 50
Debentures or bonds current.		$166,311 30
Total liabilities		$166,311 30

Gross earnings:		
From sale of water		
By meter		$15,688 87
By contract		17,807 69
From sale of meters		43 49
From permits tapping mains		
From other sources		1,756 26
Total income		$35,296 31
Less operating expenses		19,404 48
Surplus for year		$15,891 83
Operating expenses:		
Salaries of Officers, superintendents, clerks, etc.	$1,940 00	
Office supplies and expenses	500 65	
Insurance	40 00	
Legal expenses and damages	200 00	
Other expenses	91 23	
Wages	4,142 92	
		$6,914 80
Supplies—Fuel	$2,645 31	
Pumping station supplies	1,287 80	
Filtration supplies	1,105 52	
Other supplies	742 86	
		5,781 49
For repairs and renewals	$638 47	
Interest on bonds or loans	6,069 72	
		6,708 19
Total cost of production		$19,404 48

Water Works, Municipality of Southampton.

Plant installed, 1901; additions, 1902, 1903, 1906.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year. 1903, 3,000,000; 1904, 8,000,000; 1905, 12,000,000, 1906, 14,000,000; 1907, 18,000,000.
Total daily capacity of pumps, 1,152,000 gals.
Average daily consumption, 493,000.
Cost of production for 1,000 gallons, .0125.
Population of municipality, 1,739.

Capital Expenditure.

Reservoirs and construction	$1,500 00
For storage	5,500 00
Cost of mains	22,459 00
Cost of service pipes	.....
Cost of pumping equipment	1,900 00
Cost of hydrants and meters	900 00
Cost of real estate and buildings	1,300 00
Other assets	.....
Total assets	$33,559 00
Debentures or bonds current, nearly	$25,000 00
Total liabilities	$25,000 00

Gross earnings:

From sale of water	.....	.....
By meter	.....	60 00
By contract	.....	1,540 00
		$1,600 00
From sale of meters	.....	.....
From permits tapping mains	.....	.....
From other sources	.....	.....
Total income	.....	$1,600 00
Less operating expenses	.....	2,245 00
Deficiency for year	.....	$645 00

Operating expenses:

Prof. of salaries of officers, superintendents, clerks, etc.	$300 00	
Office supplies and expenses	.....	
Insurance	100 00	
Legal expenses and damages	20 00	
Other expenses	.....	
Wages	.....	$420 00
Supplies—Fuel	$650 00	
Pumping station supplies	50 00	
Filtration supplies	.....	
Other supplies	.....	
For repairs and renewals, estimated	1,125 00	
Interest on bonds or loans	.....	
Total cost of production		$2,245 00

Water Works, Municipality of Strathroy.

Plant installed, 1903.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year. 54,750,000 gals.
Total daily capacity of pumps, 600,000 gals.
Average daily consumption, 150,000 gals.
Cost of production for 1,000 gallons. No data.
Population of municipality, 3,000.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings, Other assets	$41,945 35
Total assets	$41,945 35
Debentures or bonds current, including debentures issued to cover electric lighting plant	$54,414 17
Total liabilities	$54,414 17

Gross earnings:

From sale of water	.....
By meter	.....
By contract	.....
From sale of meters	.....
From permits tapping drains	
From other sources	.....
Total income	.....
Less operating expenses	.....
Surplus or deficiency for year	

Operating expenses:

Salaries of officers, superintendents, clerks, etc. .....
Office supplies and expenses
Insurance .....
Legal expenses and damages
Other expenses .....
Wages .....
Supplies—Fuel .....
Pumping station supplies ...
Filtration supplies .....
Other supplies .....
For repairs and renewals .....
Interest on bonds or loans .....
Total cost of production

This plant is not used for domestic purposes; for fire purposes only. Cost of maintenance is borne out of general funds.

Water Works, Municipality of Smith's Falls.

Plant installed, 1900.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year. 273,750,000.
Total daily capacity of pumps, 1,000,000 gals.
Average daily consumption, 753,000 gals.
Cost of production for 1,000 gallons.
Population of municipality, 5,500.

Gross earnings:
- From sale of water
- By meter
- By contract
- From sale of meters
- From permits tapping mains
- From other sources
- Total income

Less operating expenses
Surplus or deficiency for year
Operating expenses:
- Salaries of officers, superintendents, clerks, etc.
- Office supplies and expenses
- Insurance
- Legal expenses and damages
- Other expenses
- Wages

Supplies—Fuel
- Pumping station supplies
- Filtration supplies
- Other supplies

For repairs and renewals
Interest on bonds or loans

Total cost of production

No data available

Water Works, Municipality of Teeswater.

Plant installed, 1888.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year. No record.
Total daily capacity of pumps. No record.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 910.

Capital Expenditure.

Reservoirs	
Cost of mains	$5,400 00
Cost pumping equipment	2,000 00
Cost of service pipes	
Cost of hydrants	300 00
Cost of real estate and buildings	2,850 00
Other assets	
Total assets	$10,550 00
Debentures or bonds current	$10,550 00
Less sinking fund	7,809 48
Total liabilities, net	$2,740 52

Gross earnings:
- From sale of water
- By meter
- By contract
- From permits tapping mains
- From sale of meters
- From other sources
- Total income

Less operating expenses
Surplus or deficiency for year
Operating expenses:
- Salaries of officers, superintendents, clerks, etc.
- Office supplies and expenses
- Insurance
- Legal expenses and damages
- Other expenses
- Wages

Supplies—Fuel
- Pumping station supplies
- Filtration supplies
- Other supplies

For repairs and renewals
Interest on bonds or loans

Total cost of production

This plant is used for fire protection only. There is no revenue arising from it.

Water Works, Municipality of Tilbury

Plant installed, 1888; additions, 1896, 1904, 1905.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year. 1903, 17,702,405; 1904, 13,809,101; 1905, 14,876,760; 1906, 17,116,000; 1907, 23,527,500.
Total daily capacity of pumps. No record. Operated by Michigan Central Ry.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 1,604.

Capital Expenditure.

Reservoirs	
Cost of mains	
Cost of service pipes	
Cost of hydrants	$17,401 99
Cost of real estate and buildings	
Other assets	
Total assets	$17,401 99
Debentures or bonds current	$6,708 93
Total liabilities	$6,708 93

Water Works, Municipality of Tilbury.—*Continued.*

Gross earnings:		
From sale of water		
By meter		
By contract	$898 00	
From sale of meters		
From permits tapping mains		
From other sources		
Total income	$898 00	
Less operating expenses	898 00	
Surplus or deficiency for year		

Operating expenses:		
Paid Michigan Central Ry. for pumping	$529 89	
Salaries of officers, superintendents, clerks, etc.		
Office supplies and expenses		
Water services	146 66	
		$676 55
Interest on bonds or loans		221 45
Total cost of production		$898 00

Water Works, Municipality of Toronto Junction.

Plant installed, 1889.
Gravity or pumping system. Direct pumping.
Number of gallons pumped per year, 511,648,522.
Total daily capacity of pumps, 3,750,000 gallons.
Average daily consumption, 1,402,000.
Cost of production for 1,000 gallons, .043.
Population of municipality, 12,000.

Capital Expenditure.

Reservoirs, Other assets, Cost of real estate and buildings, Cost of hydrants, Cost of service pipes, Cost of mains	$200,000 00	
Total assets		$200,000 00
Debentures or bonds current	200,000 00	
Bank over draft		
Municipal over draft		
Total liabilities		$200,000 00

Gross earnings:		
From sale of water, By meter, By contract	$20,174 30	
From sale of meters		
From permits tapping mains		
From other sources	545 96	
Total income		$20,720 26
Less operating expenses		22,110 86
Deficiency for year		$1,390 60

Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$1,200 00	
Office supplies and expenses		
Insurance		
Legal expenses and damages		
Other expenses	175 66	
Wages	6,176 57	
Supplies—Fuel	5,654 91	
Pumping station supplies	250 98	
Filtration supplies		
Other supplies	4,869 11	
For repairs and renewals	783 63	
Interest on bonds or loans	3,000 00	
Total cost of production		$22,110 86

Water Works, Municipality of Toronto.

Plant installed, acquired in 1872.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 10,356,547,168.
Total daily capacity of pumps, 53 millions.
Average daily consumption, 28,374,000 gallons.
Cost of production for 1,000 gallons, .04.917.
Population of municipality, 272,600.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings, Other assets	$6,846,616 05	
Total assets		$6,846,616 05

WATER WORKS, MUNICIPALITY OF TORONTO.—*Continued.*

Debentures or bonds current		5,835,435 21
Other liabilities		419,758 77
Municipal over draft		
Total liabilities		$6,255,193 98
Sinking fund		$806,664 84
		$5,448,529 14

Gross earnings:

From sale of water		
By meter	$230,629 19	
By contract	$221,914 37	
From sale of meters		
From permits tapping mains		
From city water supply	80,071 75	
From other sources	6,652 04	
Total income		$539,267 35
Less operating expenses		509,213 60
Surplus for year		$30,053 75

Operating expenses:

Salaries of officers, superintendents, clerks, etc.	$32,945 10	
Office supplies and expenses	2,016 93	
Insurance		
Legal expenses and damages		
Other expenses		
Wages	125,479 33	
		$160,441 36
Supplies—Fuel	56,929 29	
Pumping station supplies and repairs	12,524 43	
Filtration supplies		
Other supplies and repairs	25,909 52	
		95,363 24
Sinking fund, apportion	69,422 00	
Interest on bonds or loans	183,987 00	
		253,409 00
Total cost of production		$509,213 60

WATER WORKS, MUNICIPALITY OF TORONTO (NORTH).

Plant installed, 1892.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 36,549,400.
Total daily capacity of pumps, 1,584,000 gallons.
Average daily consumption, 100,000.
Cost of production for 1,000 gallons, 33.
Population of municipality, 3,565.

Capital Expenditure.

Reservoirs	
Cost of mains	$14,970 85
Cost of service pipes	
Cost of hydrants	
Cost of real estate and buildings and plant	61,645 73
Other assets steel water tower	8,346 91
Total assets	$84,963 49
Debentures or bonds current	$78,840 52
Bank over draft	
Municipal over draft	11,318 60
Total liabilities	$90,159 12

Gross earnings:

From sale of water	
By meter	$385 04
By contract	2,526 33
From sale of meters	
Water services corporation.	1,323 60
From permits tapping mains	
From other sources	
Total income	$4,234 97
Less operating expenses	12,187 01
Deficiency for year	$7,952 04

Operating expenses:

Salaries of officers, superintendents, clerks, etc.	$892 50	
Office supplies and expenses	22 50	
Insurance		
Legal expenses and damages		
Other expenses		
Wages	2,234 42	
		$3,149 42
Supplies—Fuel	1,002 98	
Pumping station supplies	400 00	
Filtration supplies		
Other supplies	3,650 04	
		5,053 02
For repairs and renewals		
Interest on bonds or loans		3,984 57
Total cost of production		$12,187 01

Water Works, Municipality of Walkerton.

Plant installed, 1891.
Gravity or pumping system. Gravity.
Number of gallons pumped per year. No record.
Total daily capacity of pumps. No record.
Average daily consumption. No record.
Cost of production for 1,000 gallons. No record.
Population of municipality, 3,000.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants		$2,841 90
Cost of real estate and buildings		5,143 51
Other assets		36,241 72
Total assets		$44,227 13
Debentures or bonds current		25,128 72
Bank over draft		.....
Municipal over draft		.....
Total liabilities		$25,128 72

Gross earnings:		
From sale of water		$3,172 72
By meter		.....
By contract		.....
From sale of meters		.....
From permits tapping mains		.....
From other sources		7 02
Total income		$3,179 74
Less operating expenses		2,604 50
Surplus for year		$575 24
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	$300 00	
Office supplies and expenses		
Insurance		
Legal expenses and damages		
Other expenses	64 02	
Wages	47 52	
Supplies—Fuel	477 58	
Pumping station supplies	143 15	
Filtration supplies		
Other supplies	47 75	
For repairs and renewals	345 24	
		$1,425 26
Interest on bonds or loans		1,179 24
Total cost of production		$2,604 50

Water Works, Municipality of West Toronto.

Plant installed, 1889.

Gravity or pumping system. Pumping system.

Number of gallons pumped per year, (1908) 525,636,523.

Total daily capacity of pumps, 3,750,000.

Average daily consumption. No record.

Cost of production for 1,000 gallons. No record.

Population of municipality, 12,563.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings, Other assets		Cost to Date. $210,000 00
Total assets		$210,000 00
Debentures or bonds current		175,000 00
Bank over draft		.....
Municipal over draft		.....
Total liabilities		$175,000 00

Gross earnings:		
From sale of water		.....
By meter		.....
By contract		.....
From sale of meters, From permits tapping mains, From other sources		$28,673 83
Total income		$28,673 83
Less operating expenses		19,986 41
Surplus for year		$8,687 42
Operating expenses:		
Salaries of officers, superintendents, clerks, etc.	1,200 00	
Office supplies and expenses		
Insurance		
Legal expenses and damages		
Other expenses	156 00	
Wages	4,754 35	
		6,110 35
Supplies—Fuel	4,674 52	
Pumping station supplies	207 59	
Filtration supplies		
Other supplies	4,043 53	
		8,925 64
For repairs and renewals	575 42	
Interest on bonds or loans	4,375 00	
		4,950 42
Total cost of production		$19,986 41

Water Works, Municipality of Whitby.

Plant installed, 1904.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 5,300,000.
Total daily capacity of pumps. Not given.
Average daily consumption, 24,700.
Cost of production for 1,000 gallons. Not given.
Population of municipality, 2,296.

Capital Expenditure.

Reservoirs, Cost of mains, Cost of service pipes, Cost of hydrants, Cost of real estate and buildings		$52,970 91
Other assets		
Total assets		$52,970 91
Debentures or bonds current	20,029 52	
Bank over draft	8,292 52	
Municipal over draft	3,200 00	
Other debts	4,228 43	
Total liabilities		$35,750 47

Gross earnings:		
From sale of water		
By meter		
By contract	$1,612 90	
From sale of meters	360 00	
From permits tapping mains	210 00	
From other sources		
Total income		$2,182 90
Less operating expenses		2,710 34
Deficiency for year		$527 44

Operating expenses:		
Salaries of officers, superintendents, clerks, etc., and Manager	$1,019 50	
Office supplies and expenses		
Insurance	25 00	
Legal expenses and damages		
Other expenses		
Wages		
Supplies—Fuel	935 48	
Pumping station supplies	112 00	
Filtration supplies		
Other supplies	92 20	
For repairs and renewals		
Interest on bonds or loans	526 26	
		$2,710 34
Total cost of production		$2,710 34

Water Works, Municipality of Woodstock.

Plant installed, 1880, acquired by municipality in 1885.
Gravity or pumping system. Pumping system.
Number of gallons pumped per year, 1904, 350,921,114; 1905, 356,332,612; 1906, 420,616,358; 1907, 429,338,556.
Total daily capacity of pumps, 6,000,000 gallons.
Average daily consumption, 1,117,000.
Cost of production for 1,000 gallons, .04.2.
Population of municipality, 9,601.

Capital Expenditure.

Reservoirs and original purchase		$34,975 02
Cost of mains		75,493 76
Cost of service pipes		16,141 78
Cost of hydrants		5,493 58
Cost of real estate and buildings		12,653 36
Other assets		68,449 58
Total assets		$213,207 08
Debentures or bonds current		185,302 63
Total liabilities		$185,302 63

Gross earnings:		
From sale of water		
By meter	$3,926 90	
By contract	15,798 69	
From sale of meters		
From permits tapping mains		
From other sources	6,878 03	
Total income		$26,603 62
Less operating expenses		18,069 32
Surplus for year		$8,534 30

Operating expenses:		
Salaries of officers, superintendents, clerks, etc	$600 00	
Office supplies and expenses	63 08	
Insurance	37 75	
Legal expenses and damages	294 45	
Other expenses		
Wages	2,398 94	
		$3,394 22
Supplies—Fuel	4,717 10	
Pumping station supplies	957 91	
Filtration supplies		
Other supplies		
For repairs and renewals	1,048 12	
Interest on bonds or loans	7,951 97	
		9,000 09
Total cost of production		$18,06[illegible]

Public Utilities, Water Works.

Tabulated Statement Compiled from Returns of Municipalities as at 31 December, 1907.

Municipality.	Total Investment.	Debenture and other debts.	Sinking fund.	Net debt.	Income.	Expenditure.	Surplus.
	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Aylmer	69,393 00	47,370 13			3,379 33	2,643 31	736 02
Alexandria	17,489 55	16,664 15		16,661 15	4,219 15	5,259 92	*1,040 77
Arnprior	72,779 00	51,752 76		51,752 76	5,239 71	8,145 00	*2,905 29
Barrie	122,391 64	116,000 00		116,000 00	12,396 83	9,902 48	2,494 35
Belleville	200,057 32	204,643 66	24,417 36	180,226 30	26,229 52	25,156 82	1,072 70
Berlin	190,813 54	106,182 69		106,182 69	32,041 26	17,291 76	14,749 50
Brantford	433,273 75	417,000 00			47,363 58	31,046 91	16,316 67
Brockville	266,839 03	161,390 42	59,505 02	101,885 40	31,472 72	29,626 47	1,846 25
Bridgeburg	47,237 02	55,979 44		55,979 44	4,110 57	3,773 89	336 68
Beamsville	20,000 00	16,230 00		16,230 00	384 92	1,236 44	*851 52
Bracebridge	40,800 00	32,908 25		32,908 25	4,355 83	2,706 23	1,649 60
Brampton	No returns						
Cornwall	139,746 58	114,806 47		114,806 47	12,419 70	7,941 72	4,477 98
Collingwood	101,497 85	53,193 65		53,193 65	12,621 86	9,211 76	3,410 10
Creemore	22,000 00	22,000 00		22,000 00	550 00	1,383 36	*833 36
Dundas	56,572 62	46,637 33	26,295 15	20,342 08	2,165 42	4,946 39	*2,780 97
Dunnville	Not given	Not given	Not given	Not given	Not given	Not given	Not given
Deseronto	No report						No report
Essex	33,000 00	21,384 53		21,384 53	2,303 49	3,369 16	*1,065 67
Fort Frances	Plant	in	process	installation			
Fort William	411,020 12	426,922 71	20,833 72	406,088 99	21,472 03	36,715 51	*15,243 48
Galt	196,541 36	184,649 62		182,649 62	17,507 72	20,350 43	*2,842 71
Georgetown	42,500 00	36,700 00		36,700 00	2,894 29	3,038 66	*144 37
Hintonburgh	103,492 20	80,423 41		80,423 41	7,437 34	7,714 12	*276 78
Hanover	29,500 00	21,495 33		21,495 33	944 45	2,438 90	*1,494 45
Hawksbury	160,945 67	85,000 00		85,000 00	6,288 40	5,487 64	800 76
Hamilton	2,278,410 00	1,349,300 95	244,410 00	1,104,890 95	232,800 04	116,178 23	116,621 81
Iroquois	40,099 87	21,890 81		21,890 81	1,212 33	1,261 56	*49 23
Kenora	198,457 00	169,007 00		169,007 00	17,316 70	14,224 42	3,092 28
Kincardine	45,591 79	31,604 85	2,130 15	29,474 70	5,457 85	3,119 29	2,338 56
Kingston	316,528 30	223,626 02		223,626 02	38,986 60	32,370 48	6,616 12
Kingsville	No report			No report			
Lindsay	99,939 79	89,991 41		89,991 41	12,892 27	8,916 83	3,975,44
Listowel	45,000 00	34,666 53		34,666 53	3,931 61	4,430 56	*498 95
Lucknow	10,000 00	10,000 00				1,926 83	*1,926 83
London	924,319 01	924,319 01		924,319 01	107,497 98	74,787 47	32,710 51
Merritton	85,687 43	35,532 81		35,532 81	4,670 99	3,342 02	1,328 97

Midland	No report			No report			
Mitchell	No report			No report			
Mount Forest	34,500 00	28,958 68		28,958 68	3,544 08	3,911 81	*367 73
New Liskeard	No report			No report			
North Bay	108,210 60	62,513 87		62,513 87	14,040 61	13,699 01	341 60
Niagara Falls	180,566 62	84,691 41		84,691 41	18,402 42	29,015 44	*10,613 02
Newmarket	51,325 00	14,363 28		14,363 28	4,303 17	2,186 84	2,116 33
Orangeville	49,457 67	46,457 67		46,457 67	2,925 85	2,207 48	718 37
Owen Sound	145,744 73	133,573 67	40,799 83	92,773 84	17,142 74	13,362 82	3,779 92
Oshawa	129,961 93	127,067 20		127,067 20	7,452 33	8,519 79	*1,067 46
Ottawa	2,100,000 00	1,587,250 67		1,587,250 67	174,022 21	153,438 82	20,583 39
Port Hope	103,206 51	42,996 22		42,996 22	6,938 41	6,667 58	270 83
Port Arthur	394,136 81	500,000 00		500,000 00	15,074 05	37,333 51	*22,259 46
Port Colborne	25,000 00	16,000 00		16,000 00	1,972 45	1,340 00	632 45
Peterboro							
Penetang	47,500 00	28,270 00		28,270 00	3,900 00	4,291 31	*391 31
Paisley	6,500 00						
Prescott	69,395 22	56,334 55		56,334 55	7,417 28	6,804 18	613 10
Parry Sound	No report			No report			
Preston	No report			No report			
Port Perry	24,000 00	22,788 00		22,788 00	750 00	750 00	
Petrolea	No report			No report			
Paris	No report			No report			
Renfrew	76,782 00	57,774 94		57,774 94	9,622 94	6,058 27	3,564 67
Seaforth	14,500 00	3,500 00		3,500 00	678 26	1,180 96	*502 70
Stayner	25,000 00	20,301 96		20,304 96	1,015 20	1,562 90	*547 70
Stouffville	25,000 00	19,649 00		19,649 00	518 58	911 31	*392 73
Stratford	197,114 42	197,114 42		197,114 42	22,179 08	16,833 44	5,345 64
Shelbourne	25,000 00	11,348 64		11,348 64	1,151 45	1,016 20	135 25
St. Catharines	537,664 27	345,000 00	45,491 86	299,508 14	37,197 71	25,745 35	11,452 36
St. Mary's	50,000 00	42,739 42		42,739 42	6,139 92	6,693 69	*553 77
St. Thomas	280,878 50	166,311 30		166,311 30	35,296 31	19,404 48	15,891 83
Sarnia	No report	No report		No report		No report	
Smith's Falls	220,000 00	186,072 11			Not given	Not given	
Southampton	33,559 00	25 000 00		25,000 00	1,600 00	2,245 00	*645 00
Strathroy	41,945 35	54,414 17		54,414 17			
Teeswater	10,500 00	10,550 00	7,809 48	2,740 52			
Thessalon	No report		No report		No report		
Tilbury	17,401 99	6,708 93		6,708 93	898 00	676 55	221 45
Toronto	6,846,616 05	6,255,193 98	806,664 84	5,448,529 14	539,267 35	509,213 60	30,053 75
Toronto East	No report		No report				
Toronto North	84,963 49	90,159 12		90,159 12	4,234 97	12,187 01	*7,952 04
Toronto Junction	200,000 00	200,000 00		200,000 00	20,720 26	22,110 86	*1,390 60
Toronto West					28,673 83	19,986 41	8,687 42
Welland (no data, 1907)	No report			No report			
Walkerton	44,227 13	25,178 72		25,178 72	3,179 74	2,604 50	575 24
Whitby	52,970 91	35,750 47		35,750 47	2,182 90	2,710 34	*527 44
Wookstock	213,207 08	185,302 63		185,302 63	26,603 62	18,069 32	8,534 30

* Deficits.

Public Utilities—Water Works.

Tabulated Statements compiled from Returns of Municipalities, 31st Dec., 1907

Municipality.	Population.	Production in Gallons.	Cost per 1,000 Galllons.
			$ c.
Alexandria	2,444	No Record	
Arnprior	4,300	70,000,000	11.6
Aylmer	2,500	No Record	
Barrie	7,000	69,796,300	14
Beamsville	908	No Record	
Belleville	9,700		
Berlin	13,083	303,757,500	05.7
Bracebridge	3,000	30,660,000	08.8
Brampton		No Report	
Brantford	20,140	822,097,762	03.8
Bridgburg	1,600	No Record	
Brockville	9,500	930,118,487	03.2
Collingwood	7,500	265,102,500	03.5
Cornwall	6,000	292,000,000	02.7
Creemore	675	No Record	
Deseronto		No Report	
Dundas	4,044	9,375,875	No data
Dunville		No Report	
Essex	1,301	18,000,000	18.7
Fort Frances		No Report	
Fort William	14,000	273,750,000	13.4
Galt	9,300	331,507,586	06.1
Georgetown	511	No Record	
Hamilton	64,067	2,515,191,600	04.6
Hanover	2 400	No Record	
Hawkesbury	4,500	116,300,000	0.47
Hintonburgh	3,500	No Record	
Iroquois	900	50,000,000	02.5
Kenora	7,000	135,000,000	10.5
Kincardine	2,681	No Record	
Kingston	19,100	772,506,000	04 2
Kingsville		No Report	
Lindsay	8,000	159,970,000	05.5
Listowell	2,800	No Record	
London	47,250	1,339,218,533	05.25
Lucknow	1,035	No Record	
Mitchell		No Report	
Morrisburg	1,600	No Record	
Merritton	1,535	No Record	
Mount Forest	2,300	No Record	
New Liskeard		No Report	
Newmarket	3,000	69,350,000	03.2
Niagara Falls	7,087	1,123,000,000	02.6
North Bay	6,000	No Record	
Orangeville	2,733	No Record	
Oshawa	6,400	54,038,734	15.8
Ottawa	76,200	4,887,349,000	03.14
Owen Sound	11,000	235,753,500	05.7
Port Arthur	13,000	211,700,000	17.6
Port Hope	5,000	2,448,000	
Paisley	815	No Record	
Paris		No Report	
Parry Sound		No Report	
Peterboro		No Report	
Penetanguishene	3,300	93,075,000	04.6
Petrolea		No Report	
Port Arthur	13,000	211,700,000	17.6
Port Colborne	1,500	No Record	

PUBLIC UTILITIES—WATER WORKS.—*Continued.*

Tabulated Statements complied from Returns of Municipalities, 31st Dec., 1907.

Municipality.	Population.	Production in Gallons.	Cost per 1,000 Gallons.
			$ c.
Port Hope	5,000	55,896,700	04.6
Port Perry	1,300	No Record	
Prescott	3,108	60,945,408	11.1
Preston		No Report	
Renfrew	3,500	170,000,000	04.5
Sarnia		No Report	
Seaforth	2,276	No Record	
Shelbourne	1,200	No Record	
Smith Fall's	5,500	273,750,000	No Record
Strathroy	3,000	No Record	
Southampton	1,739	180,000,000	01.25
St. Catharines	12,302	788,000,000	03.3
St. Marys	3,344	No Record	
Stouffville	1,050	No Record	
Stratford	14,062	222,606,800	07 5
St. Thomas	15,000	507,103,436	03.8
Stayner	1,100	No Record	
Teeswater	910	No Record	
Thessalon		No Report	
Tilbury	1,604	No Record	
Toronto	272,600	10,356,547,168	04.9
Toronto (East)		No Report	
Toronto (Junction)	12,000	511,648,522	04.3
Toronto (North)	3,565	36,549,400	33
Toronto (West)	12,563	Not Given	
Welland		No Report	
Walkerton	3,000		
Whitby	2,296	53,000,000	No Record
Woodstock	9,601	429,338,556	04.2

Electric Light and Power Works, Municipality of Acton.

Plant acquired or installed, 1898.
Total assessed valuation of real estate in municipality, $391,550.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $6,000.
Motive power. Steam.
Number com. arc lamps supplied. No data.
Nominal candle power. No data.
Number municipal arc lamps. No data.
Nominal candle power. No data.
Number incandescent lamps supplied. No data.
Nominal candle power. No data.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps. No data.
Price charged for com. incandescent lamps.
Price charged for electric power per K.W.
Cost per public arc lamp.
Cost per public incandescent lamp.

Gross earnings:		
Light and power	$3,824 20	
Less operating expenses	2,626 31	
Net earnings from operation		$1,197 89
Deductions from net income		
Interest on debenture debt	240 00	
Sinking fund	202 00	
Reconstruction reserve fund		
Other deductions		442 00
Surplus or deficit		$755 89

Assets:
Plant, buildings, etc. Information not obtainable.

Liabilities:
Debentures current $6,000 00

Electric Light and Power Works, Municipality of Aylmer.

Plant acquired or installed, 1897.
Total assessed valuation of real estate in municipality.
Amount at par of bonds issued during year for lighting and power purposes. Not given.
Amount of outstanding debentures, 31st December, 1908.
Motive power. Steam.
Number com. arc lamps supplied, 9.
Nominal candle power, 1,500.
Number municipal arc lamps, 12.
Nominal candle power, 1,500.
Number incandescent lamps supplied: Municipal, 35; commercial, 3,000.
Nominal candle power.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps. Meter rate.
Price charged for com. incandescent lamps.
Price charged for electric power per K.W.
Cost per public arc lamp, $75.00 est.
Cost per public incandescent lamp.
Operating expenses:

Salaries—production	$1,629 13	
Wages "		
Fuel	4,306 17	
Oil, waste and sundries	660 72	
Repairs		
General expenses		
Depreciation		
Total operating expenses		$6,596 02
Gross earnings:		
Lighting	$9,116 05	
Power	2,250 00	
		11,366 05
Less operating expenses		6,596 02
Net earnings from operation		$4,770 03

Deduction from net income
Interest on debenture debt
Sinking fund
Reconstruction reserve fund
Other deductions
Surplus or deficit
} No data furnished.

Assets:
No data furnished.
Liabilities:
No data furnished.

Electric Light and Power Works, Municipality of Alexandria.

Plant acquired or installed, 1896.
Total assessed valuation of real estate in municipality, $43,853.02.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $20,466.50.
Motive power. Steam.
Number com. arc lamps supplied, 3.
Nominal candle power, 7 ampere.
Number municipal arc lamps.
Nominal candle power.
Number incandescent lamps supplied:
Municipal, 53, 32 C.P.
Commercial, 16 C.P.

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF ALEXANDRIA.—*Continued.*

Nominal candle power.
Amount of power supplied to customers K. W. None.
Price charged for com. arc lamps, 7c. per K.W.H.
Price charged for com. incandescent lamps.
Price charged for electric power per K.W.
Cost per public arc lamp. No record.
Cost per public incandescent lamp. No record.

Operating expenses:

Salaries—production ...	Water works and electric light plant combined.
Wages—production	
Fuel	
Oil, waste and sundries	
Repairs	
General expenses	
Depreciation	$5,259 92
Total operating expenses.....	

Assets:
Cost of plant, including water works $17,489 55
Liabilities:
Debentures current 16,664 25
Gross earnings:
From electric light plant } 4,219 15
From water works ..... }
Less operating expenses *5,259 92
Net loss from operation $1,040 77

*Interest on debenture debt included in item $5,259.92.

The receipts and disbursements of the water works and the electric light works in this municipality are not separated. The figures given above are the receipts and disbursements of both utilities together.

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF BARRIE.

Plant acquired or installed, 1888.
Total assessed valuation of real estate in municipality. Not given.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $54,263.21.
Motive power. Steam.
Number com. arc lamps supplied. None.
Nominal candle power.
Number municipal arc lamps, 52.
Nominal candle power, 2,000.
Number incandescent lamps supplied:
Municipal, 42, C.P. 32.
Commercial, 4,500, C.P. 16.
Nominal candle power.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps, 10c. K.W.H.
Price charged for com. incandescent lamps, 10c. K.W.H., quantity discts.
Price charged for electric power per K.W.
Cost per public arc lamp. Not given.
Cost per public incandescent lamp. Not given.

Operating expenses:

Salaries—production	$2,325 34	
Wages "	1,301 09	
Fuel	5,772 21	
Oil, waste and sundries	406 41	
Repairs.....	805 70	
Station expense.....	1,344 04	
General expenses..	1,425 07	
Depreciation.....		
Total operating expenses		$13,379 83

Gross earnings:

Lighting.....	$17,073 91	
From other sources..	1,774 45	
		18,848 36
Less operating expenses		13,379 83
Net earnings from operation		$5,468 53

Deductions from net income ....
Interest on debenture debt..... 2,240 18
Debentures retired 2,277 79
Reconstruction reserve fund.....
Other deductions .....
4,517 97
Surplus $950 53

Assets:
Plant, buildings, apparatus, etc.. Value not given.
Liabilities:
Debentures current $54,263 21

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF BRACEBRIDGE.

Plant acquired or installed, 1895.
Total assessed valuation of real estate in municipality, $643,275.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $50,255.77.
Motive power. Water.
Number com. arc lamps supplied, 15.
Nominal candle power, 1,000.
Number municipal arc lamps, 2.
Nominal candle power, 1,000.
Number incandescent lamps supplied:
Municipal, 500.
Commercial, 4,500.

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF BRACEBRIDGE.—*Continued.*

Nominal candle power, 16 C.P.
Amount of power supplied to customers K.W., 375 H.P.
Price charged for com. arc lamps, $21.00.
Price charged for com. incandescent lamps, $1.75.
Price charged for electric power per K.W. $12.50 per H.P.
Cost per public arc lamp.
Cost per public incandescent lamp, $1.50 estimated.

Operating expenses:		
Salaries—production.	$2,515 00	
Wages " .	500 00	
Fuel		
Oil, waste and sundries	99 17	
Repairs		
General expenses	322 40	
Depreciation	600 04	
Total operating expenses		$4,036 61
Gross earnings:		
Lighting	$7,952 48	
Power	4,382 11	
		12,334 59
Less operating expenses		4,036 61
Net earnings from operation		$8,297 98
Deductions from net income		
Interest on debenture debt	2,081 76	
Sinking fund		
Reconstruction reserve fund		
Other deductions		
Surplus		$6,216 22
Assets:		
Plant, buildings, etc., estimated		$70,000 00
Liabilities		50,255 77

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF BOTHWELL.

Plant acquired or installed, 1898.
Total assessed valuation of real estate in municipality, $200,000.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907. Not given.
Motive power. Steam.
Number com. arc. lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps, 15.
Nominal candle power, 2,000.
Number incandescent lamps supplied, 450.
Nominal candle power. Not given.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps. Not given.
Price charged for com. incandescent lamps. Not given.
Price charged for electric power per K.W. None sold.
Cost per public arc lamp, $35.00 est.
Cost per public incandescent lamp.

Operating expenses:		
Salaries—production	$ 604 51	
Wages "		
Fuel	1,224 10	
Oil, waste and sundries		
Repairs	42 59	
General expenses	135 23	
Depreciation		
Total operating expenses		$2,006 43
Gross earnings:		
Incandescent lights	$1,585 94	
Arc lights	684 00	
		2,269 94
Less operating expenses		2,006 43
Net earnings from operation		$263 51
Deductions from net income		
Interest on debenture debt		
Sinking fund		
Reconstruction reserve fund.		
Other deductions		
Surplus or deficit		

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF BLENHEIM.

Plant acquired or installed, 1907.
Total assessed valuation of real estate in municipality, $430,000.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $3,214.52.
Motive power. Steam.
Number com. arc lamps supplied, 18.
Nominal candle power, 2,000 C.P.
Number municipal arc lamps.
Nominal candle power.
Number incandescent lamps supplied. municipal, 75.
Nominal candle power, 16 C.P.
Number commercial incandescent lights, 1,400.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps.
Price charged for com. incandescent lamps, $5.00 per year.
Price charged for electric power per K.W.
Cost per public arc lamp, $40.00 per year.
Cost per public incandescent lamp.

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF BLENHEIM.—*Continued.*

Operating expenses:		
Salaries—production	$1,000 00	
Wages "		
Fuel	700 00	
Oil, waste and sundries		
Repairs	660 61	
General expenses		
Depreciation		
Total operating expenses		$2,360 61
Assets:		
Plant, etc.		$9,126 55
Liabilities:		
Debentures outstanding		3,997 96
Gross earnings		4,058 70
Less operating expenses		2,360 61
Net earnings from operation		$1,698 09
Deductions from net income		
Interest on debenture debt	196 24	
Sinking fund	710 29	
		906 53
Surplus		$791 56

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF BOBCAYGEON.

Plant acquired or installed, 1906.
Total assessed valuation of real estate in municipality.
Amount at par of bonds issued during year for lighting and power purposes.
Amount of outstanding debentures, 31st December, 1907, $25,000.
Motive power. Water.
Number com. arc lamps supplied, 1.
Nominal candle power. C.P. 60.
Number municipal arc lamps, 22.
Nominal candle power, 1,200.
Number incandescent lamps supplied:
Municipal, 9.
Commercial, 600, C.P. 16.
Nominal candle power, 50.
Amount of power supplie dto customers K.W. None.
Price charged for com. incandescent lamps, $2.00 per year.
Price charged for electric power per K.W.
Cost per public arc lamp. No data.
Cost per public incandescent lamp. No data.

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF BROCKVILLE.

Plant acquired or installed, 1900.
Total assessed valuation of real estate in municipality, $3,860,045.
Amount at par of bonds issued during year for lighting and power purposes 1908, $10,000.
Amount of outstanding debentures, 31st December, 1908, $131,192.79.
Motive power. Steam.
Number com. arc lamps supplied, 24.
Nominal candle power, 1,200.
Number municipal arc lamps, 75.
Nominal candle power, 1,200.
Number incandescent lamps supplied:
Municipal, 30.
Nominal candle power, 32.
Commercial incandescent lights, 7,000 C.P. 2-32.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps, 10c. K.W.H.
Price charged for com. incandescent lamps, 10c. K.W.H.
Price charged for electric power per K.W. Not given.
Cost per public arc lamp. Not given.
Cost per public incandescent lamp. Not given.

Operating expenses:		
Salaries—production	$4,171 72	
Wages and other expenses	370 24	
Fuel	4,224 16	
Oil, waste and sundries	453 17	
Repairs	1,661 24	
General expenses	687 09	
Depreciation	2,076 16	
Total operating expenses		$13,643 78
Assets:		
Plant, buildings, etc.		$190,105 40
Debentures current, 1908		131,192 79
Gross earnings		19,617 43
Less operating expenses		13,643 78
Net earnings from operation		$5,973 65
Deductions from net income		.....
Interest on debenture debt and debentures retired		.....
Sinking fund		.....
Reconstruction reserve fund		.....
Other deductions		2,034 47
Surplus		3,939 18

Electric Light and Power Works, Municipality of Chatham.

Plant acquired or installed, 1897.
Total assessed valuation of real estate in municipality, $5,055,870.
Amount at par of bonds issued during year for lighting and power purposes. Not given.
Amount of outstanding debentures, 31st December, 1907, $15,000.
Motive power. Gas engines.
Number com. arc lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps, 130.
Nominal candle power, 1,400.
Number incandescent lamps supplied. None.
Nominal candle power. None.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps. None.
Price charged for com. incandescent lamps. None.
Price charged for electric power per K.W. None.
Cost per public arc lamp, $45.00.
Cost per public incandescent lamp.

Gross earnings	No data available.
Less operating expenses ...	
Net earnings from operation	

Deductions from net income	No data available.
Interest on debenture debt	
Sinking fund	
Reconstruction reserve fund	
Other deductions	
Surplus or deficit	

Assets:
Value of plant etc., estimated $15,000 00
Debentures current 15,000 00
Plant is used for the purpose of street lighting only.

Electric Light and Power Works, Municipality of Collingwood.

Plant acquired or installed, 1889, 1890.
Total assessed valuation of real estate in municipality, $2,803,609.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $26,487.44.
Motive power. Steam.
Number com. arc lamps supplied, 22.
Nominal candle power, 800.
Number municipal arc lamps, 65.
Nominal candle power, 800.
Number incandescent lamps supplied:
Municipal, 300.
Commercial, 7,500.
Nominal candle power, 16 C.P.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps, 10c. K.W.H.
Price charged for com. incandescent lamps, $7.50.
Price charged for electric power per K.W.
Cost per public arc lamp, $35.00.
Cost per public incandescent lamp. No data.

Gross earnings:		
Commercial lights...	$12,164 18	
From street arc and incandescent lights	4,340 00	
		16,504 18
Less operating expenses		11,540 85
Net earnings from operation		$4,963 33
Deductions from net income.....		
Interest on debenture debt.....	2,462 69	
Sinking fund.....	376 24	
Reconstruction reserve fund.....		
Other deductions.....		
		2,838 93
Surplus		$2,124 40

Assets:
Plant, R. E. structures, etc. $51,753 25
Liabilities:
Debentures current 26,487 44

Electric Light and Power Works, Municipality of Dresden.

Plant acquired or installed.
Total assessed valuation of real estate in municipality.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907. $8,817.23.
Motive power. Steam.
Number com. arc lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps, 70.
Nominal candle power, 32 C.P.
Number incandescent lamps supplied, 1,300.
Nominal candle power, 16 C.P.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps, 10c. per K.W.H.
Price charged for com. incandescent lamps, 50c. per mo.
Price charged for electric power per K.W. None.
Cost per public arc lamp. No data.
Cost per public incandescent lamp. $12.00 32 C.P.

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF DRESDEN.—*Continued.*

Operating expenses:		Deductions from net income ...	.....
Salaries—production	$ 150 00	Interest on debenture debt ...	361 00
Wages "	844 00	Sinking fund	.....
Fuel.....	2,092 00	Reconstruction reserve fund...	.....
Oil, waste and sundries.....	113 51	Other deductions	.....
Repairs ..... } General expenses.. }	298 42	Surplus or deficit	$312 38
Depreciation.....	498 23		
Total operating expenses	$3,996 16	Assets:	
Gross earnings	$4,669 54	Amount invested in plant, etc. Not given.	
Less operating expenses	3,996 16		
Net earnings from operation	$673 38	Debentures outstanding	$8,817 23

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF DUNDALK.

Plant acquired or installed, 1899.
Total assessed valuation of real estate in municipality, $264,662.12.
Amount at par of bonds issued during year for lighting and power purposes. $350.
Amount of outstanding debentures, 31st December, 1907, $4,046.91.
Motive power.
Number com. lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps.
Nominal candle power.
Number incandescent lamps supplied:
Municipal, 70, 16 C.P.
Commercial, 700, 16 C.P.
Nominal candle power.
Amount of power supplied to customers K.W., 500 H.P.
Price charged for com. arc lamps.
Price charged for com. incandescent lamps, $3.60 per year.
Price charged for electric power per K.W. 8c. per K.W.H.
Cost per public arc lamp.
Cost per public incandescent lamp, $2.40 per month, estimated.

Gross earnings:	
Leased to private company at rental	$500 00
Less operating expenses	.....
Net earnings from operation	.....
Deductions from net income ...	.....
Interest on debenture debt ...	367 90
Surplus	132 10

Assets:
Plant, etc. Value not given.
Liabilities:
Debentures current $4,046 91

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF FORT WILLIAM.

Plant acquired or installed. Not given.
Total assessed valuation of real estate in municipality. Not given.
Amount at par of bonds issued during year for lighting and power purposes. Not given.
Amount of outstanding debentures. 31st December, 1907. Not given.
Motive power.
Number com. arc lamps supplied, 20.
Nominal candle power, 2,000 C.P.
Number municipal arc lamps, 110.
Nominal candle power, 400 C.P.
Number incandescent lamps supplied:
Municipal, 150.
Commercial, 15,000.
Nominal candle power.
Amount of power supplied to customers K.W., 7c. per K.W.H.
Price charged for com. arc lamps. $27 per year.
Price charged for com. incandescent lamps, $4.20 per year.
Price charged for electric power per K.W.
Cost per public arc lamp, $40.
Cost per public incandescent lamp, $4.20 per year.

Operating expenses:		
Salaries and power..	$18,579 35	
Wages production.....		
Street wire, etc.....	5,329 56	
Fuel.....		
Oil, waste and sundries.....		
Repairs.....	4,891 24	
General expenses....	410 93	
Depreciation and miscellaneous	1,924 49	
Total operating expenses		$31,135 57
Gross earnings		$43,140 19
Less operating expenses		31,135 57
Net earnings from operation		$12,004 62

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF FORT WILLIAM.—*Continued.*

Deductions from net income		
Interest paid bank	$1,711 78	
Interest on debenture debt	4,916 00	
Sinking fund	2,080 65	
Debenture Instalment	1,967 19	
Reconstruction reserve fund		
Other deductions		
		10,675 62
Surplus		$1,329 00

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF GRAVENHURST.

Plant acquired or installed, 1907.
Total assessed valuation of real estate in municipality.
Amount at par of bonds issued during year for lighting and power purposes. $45,000.
Amount of outstanding debentures. 31st December, 1908, $45,000.
Motive power. Steam.
Number com. arc lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps. None.
Nominal candle power.
Number incandescent lamps supplied:
Municipal, 125.
Commercial, 3,500.
Nominal candle power, 16 C.P.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps.
Price charged for com. incandescent lamps, 30c. per month.
Price charged for electric power per K.W. $15 per H.P. per year.
Cost per public arc lamp.
Cost per public incandescent lamp, $10.50 per year, estimated.

Gross earnings	$6,658 74	
Sundries	1,149 64	
		7,808 38
Less operating expenses		
Net earnings from operation		
Deductions from net income		
Interest on debenture debt		
Sinking fund		
Reconstruction reserve fund		
Other deductions		
Surplus or deficit		

Gross earnings		$7,808 38
Sundries		426 70
		$8,235 08
Less operating expenses		$4,739 08
Net earnings from operation		$3,496 00
Deductions from net income		
Interest on debenture debt		1,734 90
Surplus		$1,761 10

Assets:

Plant, etc., estimated value	$45,000 00
Debentures current	45,000 00

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF HESPELER.

Plant acquired or installed, 1900.
Total assessed valuation of real estate in municipality, $750,060.
Amount at par of bonds issued during year for lighting and power purposes.
Amount of outstanding debentures, 31st December, 1907, $9,919.80.
Motive power. Steam.
Number com. arc lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps, 20.
Nominal candle power, 1,000.
Number incandescent lamps supplied:
Municipal, 50, 16 C.P.
Commercial, 1,000, 4/8/16 C.P.
Nominal candle power.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps. None.
Price charged for com. incandescent lamps, 12c. K.W.H.
Price charged for electric power per K.W. None sold.
Cost per public arc lamp, $75, estimated.
Cost per public incandescent lamp, $5, estimated.

Operating expenses:		
Salaries—production	$1,256 50	
Wages "		
Fuel	$2,763 78	
Oil, waste and sundries	191 16	
Repairs	613 79	
General expenses		
Depreciation		
Total operating expenses		$4,825 23
Gross earnings		$5,609 25
Less operating expenses		4,825 23
Net earnings from operation		$784 02
Deductions from net income		
Interest on debenture debt, $9,919.80 at 4%		396 80
Sinking fund		
Reconstruction reserve fund		
Other deductions		
Surplus or deficit		$387 22

Assets:
Plant, apparatus, etc. Not given.

Liabilities:

Debentures current, 31 Dec., 1907	$9,919 80

Electric Light and Power Works, Municipality of Iroquois.

Plant acquired or installed, 1902.
Total assessed valuation of real estate in municipality, $325,150.
Amount at par of bonds issued during year for lighting and power purposes.
Amount of outstanding debentures, 31st Decemer, 1907, $78,541.89.
Motive power. Steam.
Number com. arc lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps, 13.
Nominal candle power, 2,000.
Number incandescent lamps supplied: Municipal, 30.
Nominal candle power, 50 C.P.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps.
Price charged for com. incandescent lamps: 4 C.P., $1.00; 8 C.P., $1.50; 16 C.P., $2.50; 32 C.P., $4.00.
Price charged for electric power per K.W. Not given.
Cost per public arc lamp. Not given.
Cost per public incandescent lamp. Not given.

Operating expenses:		
Salaries—production	$ 500 00	
Wages "	.....	
Fuel	.....	
Oil, waste and sundries	111 36	
Repairs	.....	
General expenses	390 37	
Depreciation	.....	
Total operating expenses		$1,001 73
Assets:		
Plant, structures, etc.		$25,000 00
Liabilities, etc.:		
Debentures current		22,565 07
Gross earnings		$1,997 95
Less operating expenses		1,001 73
Net earnings from operation		$996 22
Deductions from net income		.....
Interest on debenture debt, estimated		902 60
Sinking fund		.....
Reconstruction reserve fund		.....
Other deductions		.....
Surplus		$93 62

Electric Light and Power Works, Municipality of Kincardine.

Plant acquired or installed, 1894.
Total assessed valuation of real estate in municipality, $463,370.
Amount at par of bonds issued during year for lighting and power purposes.
Amount of outstanding debentures, 31st December, 1907, $9,980.08.
Motive power. Steam.
Number arc lamps supplied municipal, 20.
Nominal candle power, 1,500.
Number incandescent lamps supplied, commercial, 3,000; municipal, 16.
Nominal candle power, 16 c.p.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps.
Price charged for com. incandescent
Price charged for electric power per K.W.
Cost per public arc lamp.
Cost per public incandescent lamp.

Operating expenses:		
Salaries—production	$ 125 00	
Wages "	1,612 50	
Fuel	1,650 00	
Oil, waste and sundries	78 00	
Repairs / General expenses	$82 18	
Depreciation	.....	
Total operating expenses		$4,293 68
Assets:		
Plant, etc.		17,609 29
Liabilities:		
Debentures	$9,980 08	
Less sinking fund	659 27	
		9,320 81
Gross earnings:		
Lighting	$6,025 76	
Other sources	509 90	
		6,535 66
Less operating expenses		4,293 68
Net earnings from operation		$2,241 98
Deductions from net income		
Interest on debenture debt	$ 494 43	
Sinking fund	1,188 53	
Reconstruction reserve fund		
Other deductions		
		1,682 96
Surplus		$559 02

Electric Light and Power Works, Municipality of Kenora.

Plant acquired or installed, 1902.
Total assessed valuation of real estate in municipality, 2,385,429.
Amount at par of bonds issued during year for lighting and power purposes, $175,000.
Amount of outstanding debentures, 31st December, 1907, $434,187.
Motive power. Water.
Number com. arc lamps supplied, 12.
Nominal candle power, 500 c.p.
Number municipal arc lamps, 95.
Nominal candle power, 800 c.p.
Number incandescent lamps supplied, 8,000.
Nominal candle power, 16.
Amount of power supplied to customers K.W., 50.
Price charged for com. arc lamps, $60 per year.
Price charged for com. incandescent lamps, 40c. per month.
Price charged for electric power per K.W.
Cost per public arc lamp, $60 per year.
Cost per public incandescent lamp. None.

Gross earnings		$26,137 20
Less operating expenses		22,714 74
Net earnings from operation		$3,422 46
Deductions from net income		
Interest on debenture debt	$14,577 53	
Sinking fund	1,270 57	
Reconstruction reserve fund		
Other deductions		
		15,848 10
Deficit		$12,425 64

Assets:
Plant, etc. $362,992 00

Liabilities:
Debentures current 434,187 00

Electric Light and Power Works, Municipality of Kingston.

Plant acquired or installed, 1904.
Total assessed valuation of real estate in municipality, $7,146,075.
Amount at par of bonds issued during year for lighting and power purposes, $83,600.
Amount of outstanding debentures, 31st December, 1907, $281,825.
Motive power. Steam.
Number com. arc lamps supplied. None.
Nominal candle power.
Number municipal arc lamps, 150.
Nominal candle power, 2,000 c.p.
Number incandescent lamps supplied. No record.
Nominal candle power, 2 to 32 c.p.
Amount of power supplied to customers K.W., 5c. to 10c. K.W.H.
Price charged for com. arc lamps, 10c. K.W.H.
Price charged for com. incandescent lamps, 10c. to K.W.H.
Price charged for electric power per K.W., 5c. to 10c. K.W.H.
Cost per public arc lamp, $60 per year estimate.
Cost per public incandescent lamp.

Operating expenses:

Salaries—production	$3,316 67	
Wages "	6,324 05	
Fuel	10,576 29	
Oil, waste and sundries	953 73	
Repairs	7,448 15	
General expenses	1,700 71	
Taxes	1,802 81	
Depreciation		
Total operating expenses		$32,122 41

Total assets:
Plant, buildings, etc., including gas works 334,779 63

Debentures:
Including issue for gas works 281,825 00

Gross earnings:		
Lighting	$35,281 45	
Railway service	4,468 65	
Other sources	1,776 83	
		41,526 93
Less operating expenses		32,122 41
Net earnings from operation		$9,404 52
Deductions from net income		
Interest on debenture debt and instalment		8,179 89
Sinking fund		
Reconstruction reserve fund		
Other deductions		
Surplus		$1,224 63

Electric Light and Power Works, Municipality of Madoc.

Plant acquired or installed, 1904, 1905.
Total assessed valuation of real estate in municipality, $327,661.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $7,650.
Motive power. Steam.
Number com. arc lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps, 12.
Nominal candle power, 2,000.
Number incandescent lamps supplied, 11.
Nominal candle power, 32.
Number com. incandescents, 1,100 c.p. 16.
Amount of power supplied to customers K.W.. None.
Price charged for com. arc lamps, $30.
Price charged for com. incandescent lamps, $13.
Price charged for electric power per K.W. None.
Cost per public arc lamp, $30 estimate.
Cost per public incandescent lamp, $13 estimate.

Operating expenses:		
Salaries—production	$ 700 00	
Wages "	.....	
Fuel	1,006 08	
Oil, waste and sundries	393 77	
Repairs, wiring, etc.	208 67	
General expenses		
Depreciation		
Total operating expenses		$2,308 52
Assets:		
Value of plant, structure, etc.		14,063 77
Liabilities:		
Debentures current		7,650 00
Gross earnings		3,305 99
Less operating expenses		2,308 52
Net earnings from operation		$997 47
Deductions from net income		.....
Interest on debenture debt		662 22
Sinking fund		.....
Reconstruction reserve fund		.....
Other deductions		.....
Surplus		$335 25

Electric Light and Power Works, Municipality of Midland.

Plant acquired or installed, 1903.
Total assessed valuation of real estate in municipality, $1,119,275.
Amount at par of bonds issued during year for lighting and power purposes.
Amount of outstanding debentures, 31st December, 1907, $2,339,019.
Motive power. Steam.
Number com. arc lamps supplied, 19.
Nominal candle power, 1,000.
Number municipal arc lamps, 26.
Nominal candle power, 1,000 c.p.
Number incandescent lamps supplied, 53.
Nominal candle power, 16, c.p.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps, 13c. per K.W.H. 35 per cent. discount.
Price charged for com. incandescent lamps, 3.00 per year.
Price charged for electric power per K.W., 13c. K.W.H. less 35 per cent.
Cost per public arc lamp, $50 per year.
Cost per public incandescent lamp.

Gross earnings:		
Arc Lights	$1,262 00	
Incandescent lights	430 00	
		1,692 00
Less operating expenses		No data available.
Net earnings from operation		$1,692 00
Deductions from net income.		
Interest on debenture debt		
Sinking fund		No data available.
Reconstruction reserve fund.		
Other deductions		
Surplus or deficit		
Assets:		
Plant, buildings, etc.		No data available.
Debentures current		$23,930 19

Electric Light and Power Works, Municipality of Morrisburg.

Plant acquired or installed, 1901.
Total assessed valuation of real estate in municipality, $527,900.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1908, $32,500.
Motive power. Water.
Number com. arc lamps supplied. None.
Nominal candle power.
Number municipal arc lamps. None.
Nominal candle power.
Number incandescent lamps supplied, 3,300.
Nominal candle power, 16 c.p.

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF MORRISBURG.—*Continued.*

Amount of power supplied to customers K.W., 120 h.p.
Price charged for com. arc lamps.
Price charged for com. incandescent lamps, $2 per year.
Price charged for electric power per K.W. $7.50 per year.
Cost per public arc lamp. No record.
Cost per public incandescent lamp. No record.

Operating expenses:

Salaries—production		
Wages "	$936 32	
Fuel		
Oil, waste and sundries	365 96	
Repairs		
General expenses		
Rent power	935 00	
Depreciation		
		2,237 28
Total operating expenses		$2,237 28

Gross earnings	$4,388 16
Less operating expenses	2,237 28
Net earnings from operation	$2,150 88
Deduction from net income	
Interest on debenture debt	$1,755 60
Sinking fund	
Reconstruction reserve fund	
Other deductions	
Surplus or deficit	$395 28

Assets:
Value of plant $42,530 00

Liabilities:
Debentures current (estimate) $33,730 00

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF MT. FOREST.

Plant acquired or installed, 1901.
Total assessed valuation of real estate in municipality, $745,000.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $10,581.39.
Motive power. Steam.
Number com. arc lamps supplied.
Nominal candle power.
Number municipal arc lamps, 17.
Nominal candle power, 1,450.
Number incandescent lamps supplied, commercial, 2,000.
Nominal candle power, 16.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps.
Price charged for com. incandescent lamps, 10c. K.W.H.
Price charged for electric power per K.W.
Cost per public arc lamp.
Cost per public incandescent lamp.

Operating expenses:

Salaries—production		
Wages—production		
Fuel		
Oil, waste and sundries	$797,738 00	
Repairs		
General expenses		
Proportion chargeable to water works		3,911 81
Total operating expenses		$4,065 57
Gross earnings	$2,910 10	
From town	1,178 00	
		4,088 10
Less operating expenses	7,977 38	
Less proportion chargeable to water works	3,911 81	
		4,065 57
Net earnings from operation		$22 53

Assets:
Invested in plant $15,000 00

Liabilities:
Debentures current 31 Dec., 1907 ..... 10,581 39

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF NAPANEE.

Plant acquired or installed, 1905, 1906.
Total assessed valuation of real estate in municipality, $1,100,000.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $33,800.
Motive power. Steam.
Number com. arc lamps supplied, 5.
Nominal candle power, 1,200.
Number municipal arc lamps, 37.
Nominal candle power, 1,200.
Number incandescent lamps supplied, municipal, 25; commercial, 2,500 8 c.p.
Nominal candle power, 30.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps, 10c. K.W.H.
Price charged for com. incandescent lamps, 10c. K.W.H.

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF NAPANEE.—*Continued.*

Price charged for electric power per K.W.
Cost per public arc lamp, estimate, $66.00.
Cost per public incandescent lamp, $15.

Operating expenses:		
Salaries—production.	$1,613 99	
Wages "		
Fuel	1,960 14	
Oil, waste and sundries	71 76	
Repairs	332 61	
General expenses	282 29	
Depreciation		
Total operating expenses		$4,260 79
Gross earnings		$6,344 44
Less operating expenses		4,260 79
Net earnings from operation		$2,083 65
Deductions from net income		
Interest on debenture debt	$1,686 70	
Sinking fund		
Reconstruction reserve fund		
Other deductions		
Surplus		$396 95
Assets:		
Value of plant, etc.		$34,283 63
Debentures current		33,800 00

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF NEWMARKET.

Plant acquired or installed, 1897.
Total assessed valuation of real estate in municipality, $823,559.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $12,818.70.
Motive power. Steam.
Number com. arc lamps supplied, 6.
Nominal candle power, 80.
Number municipal arc lamps. None.
Naminal candle power. None.
Number incandescent lamps supplied, 103.
Nominal candle power, 32.
Number of com. incandescents, 3,450 c.p. 5, 8, 16.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps, 10c. per K.W.H.
Price charged for com. incandescent lamps, 10c. per K.W.H.
Price charged for electric power per K.W. None.
Cost per public arc lamp, $7.95 per K.W.H.
Cost per public incandescent lamp. $7.95 per K.W.H.

Operating expenses:		
Salaries—production } Wages " }	$1,180 00	
Fuel	2,700 00	
Oil, waste and sundries		
Repairs	152 83	
General expenses	200 85	
Depreciation		
Total operating expenses		$4,233 68
Assets:		
Plant including water works		$49,625 00
Liabilities:		
Debentures current		$12,818 70
Gross earnings		$7,604 56
Less operating expenses		4,233 68
Net earnings from operation		$3,370 88
Deductions from net income		
Interest on debenture debt	1,810 98	
Surplus		$1,559 90

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF NIAGARA FALLS.

Plant acquired or installed.
Total assessed valuation of real estate in municipality, $4,163,169.
Amount at par of bonds issued during year for lighting and power purposes.
Amount of outstanding debentures, 31st December, 1907.
Motive power. Water.
Number com. arc lamps supplied, 7.
Nominal candle power, 2,000.
Number municipal arc lamps, 81.
Nominal candle power, 2,000.
Number incandescent lamps supplied, municipal, 110.
Nominal candle power, 32.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps, $84.
Price charged for com. incandescent lamps.
Price charged for electric power per K.W.
Cost per public arc lamp.
Cost per public incandescent lamp.

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF NIAGARA FALLS.—*Continued.*

Operating expenses:

Cost of power	$10,000 93	
Salaries—production	4,690 00	
Wages "	1,108 63	
Fuel		
Oil, waste and sundries	211 17	
Repairs	572 27	
General expenses	1,304 32	
Depreciation		
Total operating expenses		$17,887 32
Gross earnings		$30,002 05
Less operating expenses		17,887 32
Net earnings from operation		$12,114 73
Deductions from net income.		
Interest on debenture debt...	$7,473 27	
Surplus		$4,641 46

Assets:

Amount invested in plant, etc.	$108,376 51
Debentures outstanding	$96,071 69

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF OTTAWA.

Plant acquired or installed, 1901.
Total assessed valuation of real estate in municipality, $44,828,882.
Amount at par of bonds issued during year for lighting and power purposes, $100,000.
Amount of outstanding debentures, 31st December, 1907, $300,000.
Motive power. Water.
Number com. arc lamps supplied, 267.
Nominal candle power, 2,000.
Number municipal arc lamps, 550.
Nominal candle power, 2,000.
Number incandescent lamps supplied, municipal, 500; commercial, 46,230.
Nominal candle power, 16 c.p.
Amount of power supplied to customers K.W., 500 H.P.
Price charged for com. arc lamps, $36.00.
Price charged for com. incandescent lamps, $2.52 flat or $7.20 W.H.
Price charged for electric power per K.W.
Cost per public arc lamp. No data.
Cost per public incandescent lamp. No data.

Operating expenses:

Power purchased	$26,522 08	
Salaries—production } Wages " }	16,824 47	
Fuel		
Oil, waste and sundries	460 97	
Repairs and sundries	7,448 15	
General expenses	8,074 78	
Depreciation		
Total operating expenses		$59,330 45
Gross earnings		$85,703 71
Less operating expenses		59,330 45
Net earnings from operation		$26,373 26
Deductions from net income		
Interest on debenture debt	$10,000 00	
Sinking fund	5,250 00	
		15,250 00
Surplus		$11,123 26

Assets:

Value of plant, R. I. E. structures, etc.	$317,448 56
Debentures outstanding	$300,000 00
Less sinking fund	9,928 30
Net liability	$290,071 70

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF OWEN SOUND.

Plant acquired or installed, 1903.
Total assessed valuation of real estate in municipality, $4,642,041.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $46,000.
Motive power. Steam.
Number com. arc lamps supplied, 36.
Nominal candle power, 1,200.
Number municipal arc lamps, 65.
Nominal candle power, 2,000.
Number incandescent lamps supplied, 15,229.
Nominal candle power. Average 16 c.p.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps, 15c. per K.W., less 33 per cent discount.
Price charged for com. incandescent lamps, 15c. per K.W., 33 per cent. discount.
Price charged for electric power per K.W.
Cost per public arc lamp, $75 estimates.
Cost per public incandescent lamp.

Operation expenses:

Salaries—production and distribution...	$1,533 34

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF OWEN SOUND.—*Continued.*

Wages production. Fuel ..... Oil, waste and sundries..... Repairs.....	$10,017 04	
General expenses....	962 00	
Depreciation.....		
Total operating expenses		$12,512 38
Assets:		
Plant, etc.		$97,955 52
Liabilities		46,000 00
Less sinking fund		10,343 21
Net liability		$35,656 79

Gross earnings		$21,042 28
Less operating expenses		12,512 38
Net earnings from operation		$8,529 90
Deductions from net income		
Interest on debenture debt.....	1,805 15	
Sinking fund.....	1,712 75	
Reconstruction reserve fund.....		
Other deductions, interest on debt.....	1,856 77	
		5,374 67
Surplus		$3,155 23

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF PALMERSTON.

Plant acquired or installed, 1904.
Total assessed valuation of real estate in municipality, $599,600.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907. $11,960.
Motive power. Steam.
Number com. arc lamps supplied, 7.
Nominal candle power, 2,000.
Number municipal arc lamps, 18.
Nominal candle power, 2,000.
Number incandescent lamps supplied, municipal, 150 16 c.p.; commercial, 1,000 16 c.p.
Nominal candle power.
Amount of power supplied to customers K.W. No record.
Price charged for com. arc lamps, $54.
Price charged for com. incandescent lamps, $5.72.
Price charged for electric power per K.W.
Cost per public arc lamp, $75.
Cost per public incandescent lamp. No record.

Operating expenses:		
Salaries—production	$ 60 00	
Wages "	1,056 25	
Fuel.....	$1,851 99	
Oil, waste and sundries ..... Repairs.....	972 85	
General expenses.....		
Damages.....	2,800 00	
Depreciation.....		
Total operating expenses.		$6,741 09
Assets:		
Plant, building, etc.		17,350 00
Liabilities:		
Debentures current		11,960 00
Sinking fund		12,440 85
Gross earnings		$4,715 68
Less operating expenses		*6,741 09
Net loss from operation.		$2,025 41
Deductions from net income..		.....
Interest on debenture debt...		630 05
Sinking fund		.....
Reconstruction reserve fund ..		.....
Other deductions		.....
Deficit		$2,655 46

*Inclosure of amount paid for damages for life lost, $2,800.

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF PORT ARTHUR.

Plant acquired or installed, 1895.
Total assessed valuation of real estate in municipality, $7,149,846.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1908, $250,351.82.
Motive power. Water.
Number com. arc lamps supplied, 11.
Nominal candle power, 1,200.
Number municipal arc lamps, 17.
Nominal candle power, 1,200.
Number incandescent lamps supplied, municipal, 367.
Nominal candle power, 301 16 c.p.; 66 32 c.p.
Number commercial incandescent lamps, 16,754.
Price charged for com. incandescent lamps. Sliding scale.
Amount of power sold, 108 H.P. per month.
Price charged for electric power per K.W., 25 per H.P.
Cost per public arc lamp, $48 per year.
Cost per public incandescent lamp, $4.38 per year.

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF PORT ARTHUR.—*Continued.*

Operating expenses:		
Salaries—production	$3,140 00	
Wages "	2,700 22	
Fuel	176 75	
Oil, waste and sundries	104 77	
Repairs	5,036 64	
General expenses	660 51	
Total operating expenses		$11,818 89
Gross earnings:		
Light	$46,627 40	
Power	6,070 73	
		52,698 13
Less operating expenses		$11,818 89
Net earnings from operation		$40,879 24
Deductions from net income		
Interest on debenture debt	$12,575 57	
Sinking fund	5,558 79	
Accident insurance	1,908 95	
Reconstruction reserve fund		
Other deductions	657 18	
		20,700 49
Surplus		20,178 75
Assets:		
Hydraulic structures, dams, etc	$67,542 27	
Electrical apparatus, etc	25,639 31	
Construction poles, etc	15,165 61	
Subways, cables, etc.	2,273 95	
Land franchise, equipment, etc	179,382 29	
Total assets		$290,003 43
Liabilities:		
Debentures current		250,351 82

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF PORT PERRY.

Plant acquired or installed, 1903.
Total assessed valuation of real estate in municipality, $42,115.
Amount at par of bonds issued during year for lighting and power purposes, $7,500.
Amount of outstanding debentures, 31st December, 1907, $22,788.
Motive power. Steam.
Number arc lamps supplied, municipal. Three.
Nominal candle power, 800.
Number incandescent lamps supplied, 900.
Nominal candle power, 16 c.p.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps, $50 per year.
Price charged for com. incandescent lamps, $5 per year.
Price charged for electric power per K.W.
Cost per public arc lamp, $50.
Cost per public incandescent lamp, $5 per year.

Gross earnings	$3,576 20
Less operating expenses	3,097 56
Net earnings from operation	$478 64
Deductions from net income	
Interest on debenture debt	925 33
Sinking fund	
Reconstruction reserve fund	
Other deductions	
Deficit	$446 69
Total cost of plant (including water works)	24,000 00
Liabilities:	
Debentures current	22,788 00

ELECTRIC LIGHT AND POWER WORKS, MUNCIPALITY OF PRESCOTT.

Plant acquired or installed, 1899.
Total assessed valuation of real estate in municipality, $1,159,402.
Amount at par of bonds issued during year for lighting and power purposes, $2,500.
Amount of outstanding debentures, 31st December, 1907, $19,057.99.
Motive power. Steam.
Number com. arc lamps supplied. None.
Nominal candle power.
Number municipal arc lamps, 10.
Nominal candle power, 1,200.
Number incandescent lamps supplied, municipal, 106.
Nominal candle power, 16 c.p. and 32 c.p.
Number commercial incandescent lamps, 5,000, 5 at 32 c.p.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps. None.
Price charged for com. incandescent lamps, 10c. K.W.H.
Price charged for electric power per K.W. None.

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF PRESCOTT.—*Continued.*

Cost per public arc lamp, $119.18 extra.
Cost per public incandescent lamp, $10.06 extra.

Operating expenses:		
Salaries—production	$1,380 00	
Wages "	.....	
Fuel	3,976 69	
Oil, waste and sundries	221 22	
Repairs / General expenses	1,533 10	
Depreciation	675 00	
Total operating expenses		$7,786 01
Gross earnings		$11,499 42
Less operating expenses		7,786 01
Net earnings from operation		$3,713 41
Deductions from net income		.....
Interest on debenture debt		1,362 38
Surplus		$2,351 03
Assets:		
Construction and equipment		29,060 29
Debentures current		19,057 99
Construction and Equipment:		
Land occupied by generating stations	$750 00	
Land occupied by sub-stations	.....	
Old plan and organization	26 83	
Hydraulic structures	.....	
Generating station buildings	1,950 00	
Substation buildings	.....	
Other real estate	.....	
Rights of way	.....	
Hydraulic machinery and apparatus (generating stations)	.....	
Steam machinery and apparatus (generating station)	5,497 86	
Gas machinery and apparatus (generating stations)	.....	
Electrical apparatus (generating stations)	3,612 31	
Sub-station apparatus	.....	
Transmission lines	.....	
Construction, poles and lines	7,930 20	
Construction, subways and cables	.....	
Services	400 00	
Line transformers	1,915 42	
Meters	3,936 14	
Arc lamps	236 50	
Incandescent lamps	148 86	
Motors	.....	
Fixtures and merchandise	.....	
Tools and implements	.....	
Testing apparatus	.....	
Stable equipment	.....	
Steam heating plant, fixtures and appliances	.....	
Office furniture and fixtures	.....	
Miscellaneous (specify)	.....	
Total		$29,060 29

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF ST. MARYS.

Plant acquired or installed, 1901.
Total assessed valuation of real estate in municipality, $1,353,895.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $20,490.56.
Motive power. Steam.
Number com. arc lamps supplied, 32.
Nominal candle power, 1,000.
Number municipal arc lamps, 45.
Nominal candle power, 1,800.
Number incandescent lamps supplied, 5,000.
Nominal candle power, 16 c.p.
Amount of power supplied to customers K.W. No record.
Price charged for com. arc lamps, 9c. K.W.H.
Price charged for com. incandescent lamps, 9c. K.W.H.
Price charged for electric power per K.W., 9c. K.W.H.

Cost per public arc lamp, 60$ per year.
Cost per public incandescent lamp.

Operating expenses:		
Salaries—production	$1,864 61	
Wages " / Fuel	4,629 08	
Oil, waste and sundries	.....	
Repairs	.....	
General expenses	$200 00	
Total operating expenses		$6,693 69
This includes outlays regarding operation of water works plant		
Gross earnings	$4,849 92	
Street arc lights	1,290 00	
		$6,139 92
Less operating expenses		6,693 69
Deficit		$553 77

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF ST. MARYS.—*Continued.*

Deductions from net income..	Assets:
Interest on debenture debt...	Liabilities:
Sinking fund	Debentures current *$42,739 42
Reconstruction reserve fund...	
Other deductions	*This includes debentures issued *re* water works plant.
Surplus or deficit	

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF ST. THOMAS.

Plant acquired or installed, 1905.
Total assessed valuation of real estate in municipality, $5,878,750.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $215,525.98.
Motive power. Steam.
Number com. arc lamps supplied, 20.
Nominal candle power, 2,000.
Number municipal arc lamps, 72.
Nominal candle power, 2,000.
Number incandescent lamps supplied, 5,000.
Nominal candle power, 16 c.p.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps, $91.25.
Price charged for com. incandescent lamps, 10c. net per K.W.H.
Price charged for electric power per K.W., 7c. net K.W.H.
Cost per public arc lamp, $80 estimated.
Cost per public incandescent lamp.

Operating expenses:		
Salaries—production	$5,814 55	
Wages "		
Fuel	10,378 79	
Oil, waste and sundries	2,529 62	
Insurance	295 89	
General expenses		
Depreciation		
Total operating expenses		$19,018 85
Assets:		
Total value of plant, wires, poles, etc.		53,160 39
Liabilities:		
Debentures current		215,525 98
Less proportion issued in respect of gas plant		170,525 98
Estimated net liability		$45,000 00
Gross earnings:		
Commercial arc and incandescent lights	$9,557 83	
Street arc lights	6,599 00	
Commercial power	3,136 10	
Ry. service, etc	4,340 98	
		23,633 91
Less operating expenses		19,018 85
Net earnings from operation		4,615 06
Deductions from net income ..		.....
Interest on debenture debt ...		2,730 80
Sinking fund		.....
Reconstruction reserve fund...		.....
Other deductions		.....
Surplus		$1,884 26

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF STRATHROY.

Plant acquired or installed, 1903.
Total assessed valuation of real estate in municipality, $1,115,118.
Amount at par of bonds issued during year for lighting and power purposes.
Amount of outstanding debentures, 31st December, 1907, $58,215.
Motive power.
Number com. arc lamps supplied. None.
Nominal candle power.
Number municipal arc lamps, 20.
Nominal candle power, 2,000.
Number incandescent lamps supplied, municipal, 7.
Nominal candle power, 320.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps, 23c. per night.
Price charged for com. incandescent lamps, 12 per K.W. net.
Price charged for electric power per K.W.
Cost per public arc lamp.
Cost per public incandescent lamp, $4.00 per lamp.

Operating expenses:		
Salaries—production	$2,145 22	
Wages "	.....	
Fuel	3,267 56	
Oil, waste and sundries	164 84	
Repairs	486 31	
General expenses	441 03	
Sundries	165 22	
Total operating expenses		$6,670 18

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF STRATHROY.—*Continued.*

Gross earnings:		
Lights	$7,074 52	
Water service	2,695 74	
Other items	100 35	
		$9,870 61
Less operating expenses		6,670 18
Net earnings from operation		$3,200 43
Add profits installation		402 48
		$3,602 91
Deductions from net income		
Interest on debenture debt and principal		3,469 81
Sinking fund		
Reconstruction reserve fund		
Other deductions		
Surplus		$133 10
Assets:		
Cost of plant, etc.		
Liabilities:		
Debentures current		54,414 17

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF THAMESVILLE.

Plant acquired or installed, 1903.
Total assessed valuation of real estate in municipality, $2,290.50.
Amount at par of bonds issued during year for lighting and power purposes.
Amount of outstanding debentures, 31st December, 1907, $6,138.22.
Motive power. Steam.
Number com. arc lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps. None.
Nominal candle power.
Number incandescent lamps supplied, municipal, 52, 32 c.p.; commercial, 1,000, 16 c.p.
Nominal candle power.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps. None.
Price charged for com. incandescent lamps, $10.40 for 32 c.p.
Price charged for electric power per K.W., 11c. K.W.H.
Cost per public arc lamp. None.
Cost per public incandescent lamp, $5.00 for 16 c.p.

Gross earnings		$2,884 97
Less operating expenses		2,866 33
Net earnings from operation		$18 64
Deductions from net income		
Interest on debenture debt		
Sinking fund		
Reconstruction reserve fund		
Other deductions		
Surplus or deficit		
Assets:		
Value of plant, etc.		$7,000 00
Liabilities:		
Debentures current		6,318 22

ELECTRIC LIGHT AND POWER WORKS, MUNICIPALITY OF THESSALON.

Plant acquired or installed, 1901.
Total assessed valuation of real estate in municipality, $300,000.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $11,784.22.
Motive power. Steam.
Number com. arc lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps, 13.
Nominal candle power, 1,200.
Number incandescent lamps supplied, municipal, 8 c.p.; commerical, 800 c.p.
Nominal candle power. None.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps. None.
Price charged for com. incandescent lamps, 10c. K.W.H.
Price charged for electric power per K.W. None sold.
Cost per public arc lamp, $35 estimate.
Cost per public incandescent lamp. $3 estimate.

Operating expenses:		
Salaries—production	$529 50	
Wages "		
Fuel	1,148 41	
Oil, waste and sundries	81 56	
Repairs		
General expenses	118 00	
Depreciation		
Total operating expenses		$1,877 47
Gross earnings		$3,108 15
Less operating expenses		1,877 47
Net earnings from operation		$1,230 68
Deductions from net income		
Interest on debenture debt		601 42
Sinking fund		
Reconstruction reserve fund		
Other deductions		
Surplus or deficit		$629 26
Assets:		
Value of plant, etc.		11,307 24
Liabilities:		
Debentures current, 31 Dec., 1907.		11,784 22

Electric Light and Power Works, Municipality of Thorold.

Plant acquired or installed, 1886.
Total assessed valuation of real estate in municipality, $710,227.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $2,886.07.
Motive power. Water.
Number com. arc lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps, 28.
Nominal candle power, 2,000 c.p.
Number incandescent lamps supplied, commercial, 3,000, 16 c.p.; municipal, 50, 32 c.p.
Nominal candle power.
Amount of power supplied to customers K.W. 120 H.P.
Price charged for com. arc lamps. None.
Price charged for com. incandescent lamps, $2.08 per year.
Price charged for electric power per K.W., 5c. K.W.H.
Cost per public arc lamp, $30.
Cost per public incandescent lamp. $4.

Operating expenses:		
Salaries—production	$980 00	
Power purchased....	112 00	
Wages—production.....		
Fuel.....		
Oil, waste and sundries.....	67 04	
Repairs and supplies	1,194 88	
" additional...	813 18	
General expenses...	520 55	
Depreciation.....		
Total operating expenses		$3,687 65
Assets:		
Cost of plant, structure, etc.		35,000 00
Liabilities:		
Debentures current		$2,886 07
Gross earnings		$4,482 70
Less operating expenses		3,687 65
Net earnings from operation		$795 05
Deductions from net income...		.....
Interest on debenture debt ...		120 16
Sinking fund		.....
Reconstruction reserve fund...		.....
Other deductions		.....
Surplus		$674 89

Electric Light and Power Works, Municipality of Tottenham.

Plant acquired or installed, 1902.
Total assessed valuation of real estate in municipality, $199,750.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907. None.
Motive power. Steam.
Number com. arc lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps. None.
Nominal candle power. None.
Number incandescent lamps supplied, municipal, 40, 16 c.p.; 600, 5, 8, 16 c.p.
Nominal candle power.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps. None.
Price charged for com. incandescent lamps, 10c. per K.W.H.
Price charged for electric power per K.W.
Cost per public arc lamp.
Cost per public incandescent lamp, $5 estimated.

Operating expenses:		
Salaries—production		
Wages—production		
Fuel		No details
Oil, waste and sundries..		furnished.
Repairs		
General expenses		
Depreciation		
Total operating expenses		$2,174 80
Gross earnings		$1,679 64
Less operating expenses		*2,174 80
Net earnings from operation		$495 16
Deductions from net income...		.....
Interest on debenture debt and instalment		441 68
Sinking fund		.....
Reconstruction reserve fund...		.....
Other deductions		.....
Deficit		$936 84
Assets:		
Value of plant, etc.		not given.
Liabilities: (1906)		
Debentures current *		$5,144 38

*Figure for 1907 not furnished.

Electric Light and Power Works, Municipality of Toronto (North).

Plant acquired or installed, 1892.
Total assessed valuation of real estate in municipality, $1,375,063.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $10,000.
Motive power. Steam.
Number com. arc lamps supplied. Not given.
Nominal candle power. Not given.
Number municipal arc lamps. Not given.
Nominal candle power. Not given.
Number incandescent lamps supplied. Not given.
Nominal candle power. Not given.
Amount of power supplied to customers K.W. Not given.
Price charged for com. arc lamps. Not given.
Price charged for com. incandescent lamps. Not given.
Price charged for electric power per K.W. Not given.
Cost per public arc lamp, $32.
Cost per public incandescent lamp. Not given.

Operating expenses:		
Salaries—production, Wages—production, Fuel, Oil, waste and sundries, Repairs, General expenses, Depreciation		Total details not available.
Total operating expenses		$1,054 20
Assets:		
Plant, etc.		$10,000 00
Liabilities:		
Debentures current		10,000 00
Gross earnings		708 60
Less operating expenses		1,054 20
Net earnings from operation		$345 60
Deductions from net income		
Interest on debenture debt	$450 00	
Sinking fund	178 30	
Reconstruction reserve fund		
Other deductions		
		628 30
Deficit		$973 90

Electric Light and Power Works, Municipality of Weston.

Plant acquired or installed, 1899.
Total assessed valuation of real estate in municipality, $472,727.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $4,834.01.
Motive power. Steam.
Number com. arc lamps supplied. None.
Nominal candle power. None.
Number municipal arc lamps, 22.
Nominal candle power, 1,200.
Number incandescent lamps supplied, 120, 100, 16 c.p.; 20 32 c.p.
Nominal candle power.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps. None.
Price charged for com. incandescent lamps. None.
Price charged for electric power per K.W. None.
Cost per public arc lamp. No data.
Cost per public incandescent lamp. No data.

Operating expenses:		
Salaries—production, Wages "	$690 00	
Fuel	1,429 68	
Oil, waste and sundries	49 80	
Repairs, General expenses	1,786 15	
Depreciation		
Total operating expenses		$3,955 63
Gross earnings		$4,574 87
Less operating expenses		3,955 63
Net earnings from operation		$619 24
Deductions from net income		
Interest on debenture debt		309 34
Sinking fund		
Reconstruction reserve fund		
Other deductions		
Surplus		$309 90
Assets:		
Value of plant, R. E. structures, etc.		12,088 49
Liabilities:		
Debentures current		4,834 01

Electric Light and Power Works, Municipality of Wingham.

Plant acquired or installed, 1903.
Total assessed valuation of real estate in municipality, $779,615.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $27,728.56.
Motive power. Steam and water.
Number com. arc lamps supplied. Not given.
Nominal candle power. Not given.
Number municipal arc lamps, 25.
Nominal candle power, 2,000.
Number incandescent lamps supplied commercial, 3,305.
Nominal candle power, 16 c.p.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps. None.
Price charged for com. incandescent lamps, 9c. net per K.W.H.
Price charged for electric power per K.W.
Cost per public arc lamp, $30 per year.
Cost per public incandescent lamp, 7c. K.W.H.

Operating expenses:

Salaries—production	$ 376 13	
" distribution	1,013 86	
Wages—production	802 45	
Fuel	782 87	
Oil, waste and sundries		
Wiring	1,045 49	
Repairs	968 80	
General expenses	409 06	
Depreciation		
Total operating expenses		$5,398 67
Gross earnings	$6,986 38	
Wiring, etc	1,027 99	
		8,014 37
Less operating expenses		5,398 67
Net earnings from operation		$2,615 70
Deductions from net income		
Interest on debenture debt		1,734 90
Sinking fund		
Reconstruction reserve fund		
Other deductions		
Surplus		$880 80
Assets:		
Value of plant estimated		30,000 00
Liabilities		27,728 56

Electric Light and Power Works, Municipality of Winchester

No satisfactory data available.

Plant acquired or installed.
Total assessed valuation of real estate in municipality.
Amount at par of bonds issued during year for lighting and power purposes.
Amount of outstanding debentures, 31st December, 1907.
Motive power.
Number com. arc lamps supplied.
Nominal candle power.
Number municipal arc lamps.
Nominal candle power.

No satisfactory data available.

Number incandescent lamps supplied.
Nominal candle power.
Amount of power supplied to customers K.W.
Price charged for com. arc lamps.
Price charged for com. incandescent lamps.
Price charged for electric power per K.W.
Cost per public arc lamp.
Cost per public incandescent lamp.

Electric Light and Power Works, Municipality of Windsor.

Plant acquired or installed, 1891.
Total assessed valuation of real estate in municipality, $8,351,475.
Amount at par of bonds issued during year for lighting and power purposes.
Amount of outstanding debentures, 31st December, 1907, $15,000.
Motive power. Steam.
Number com. arc lamps supplied, 9.
Nominal candle power, 2,000.
Number municipal arc lamps, 189.
Nominal candle power, 2,000.
Number incandescent lamps supplied, 35.
Nominal candle power, 50.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps, $72.00 a year.
Price charged for com. incandescent lamps. None.
Price charged for electric power per K.W. None sold.
Cost per public arc lamp per annum, $50.
Cost per public incandescent lamp. Not given.

Gross earnings		$1,304 96
Less operating expenses		10,182 17
Net loss from operation		$8,877 21
Deductions from net income		
Interest on debenture debt		
Sinking fund		
Reconstruction reserve fund		
Other deductions		
Surplus or deficit		

This plant is practically operated for municipal purposes only and the cost of operation is borne by the municipality.

Electric Light and Power Works, Municipality of Woodstock.

Plant acquired or installed, 1900.
Total assessed valuation of real estate in municipality, $3,749,000.
Amount at par of bonds issued during year for lighting and power purposes, $9,739.42.
Amount of outstanding debentures, 31st December, 1907, $65,689.32.
Motive power. Steam.
Number com. arc lamps supplied, 85.
Nominal candle power, 6 Amp.
Number municipal arc lamps, 87.
Nominal candle power, 6.6 Amp.
Number incandescent lamps supplied, 7,895.
Nominal candle power, 16 c.p.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps, 8.8 K.W.H.
Price charged for com. incandescent lamps, 8.8 K.W.H.
Price charged for electric power per K.W., 3 to 6c. K.W.H.
Cost per public arc lamp, $45 estimate.
Cost per public incandescent lamp. Not given.

Operating expenses:		
Salaries—production	$2,417 70	
" office	1,333 32	
Wages—production		
Fuel	7,730 35	
Oil, waste and sundries	310 58	
Repairs	2,096 50	
General expenses	385 73	
Depreciation		
Total operating expenses		$14,274 18
Gross earnings	$22,117 20	
Interest on bank deposit	163 72	
		$22,280 92
Less operating expenses		14,274 18
Net earnings from operation		$8,006 74
Deductions from net income		
Interest on debenture debt	$2,555 04	
Sinking fund	1,859 91	
Reconstruction reserve fund		
Other deductions		
		4,414 95
Surplus		$3,591 79
Assets:		
Plant R. I. E. structures, etc.		$70,618 85
Liabilities:		
Debentures current, 31st December, 1907		65,689 32
Sinking fund		10,913 83
		$54,775 49

Electric Light and Power Works, Municipality of Whitby.

Plant acquired or installed, 1904.
Total assessed valuation of real estate in municipality, $812,055.
Amount at par of bonds issued during year for lighting and power purposes. None.
Amount of outstanding debentures, 31st December, 1907, $60,078.55.
Motive power. Steam.
Number com. arc lamps supplied, 4.
Nominal candle power, 900.
Number municipal arc lamps, 27.
Nominal candle power, 2,000.
Number incandescent lamps supplied, municipal, 15, c.p. 30; commercial, 3,300, c.p. 16.
Nominal candle power.
Amount of power supplied to customers K.W. None.
Price charged for com. arc lamps, $36 per annum.
Price charged for com. incandescent lamps, $12 per annum.
Price charged for electric power per K.W. None.
Cost per public arc lamp, $36 estimated.
Cost per public incandescent lamp, $10 estimated.

Operating expenses:		
Salaries—production	$1,782 36	
Wages "		
Fuel	1,870 59	
Oil, waste and sundries		
Repairs and wiring	2,686 45	
General expenses	120 70	
Depreciation		
Total operating expenses.		$6,460 10
Gross earnings:		
Lighting	$6,401 38	
Supplies and work	1,368 71	
		$7,770 09
Less operating expenses		6,460 10
Net earnings from operation		$1,309 99
Deductions from net income.		
Interest on debenture debt	1,841 50	
Sinking fund		
Reconstruction reserve fund		
Other deductions		
Deficit		$531 51
Assets:		
Value of plant, etc.		$15,000
Liabilities:		
Debentures		60,078 55
Inclusive of water works debentures proportion relating to electric light plant estimated		$12,000 00

Water Works, Municipality of Welland.

Plant installed.
Gravity or pumping system.
Number of gallons pumped per year.
Total daily capacity of pumps.
Average daily consumption.
Cost of production for 1,000 gallons.
Population of municipality.

No data available for 1907.

Public Utilities, Electric Light and Power Plants.

Tabulated Statement Compiled from Returns of Municipalities as at 31 December, 1907.

Municipalities.	Total investment.	Debenture and other debts.	Sinking fund.	Net debt.	Income.	Expenditure.	Surplus.
	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Acton	not given	6,000 00	.....	6,000 00	3,824 20	2,626 31	1,197 89
Almonte	no report	no report	.....	no report	.....	no report	.....
Aylmer	not given	not given	not given	not given	11,366 05	6,596 02	4,770 03
Alexandria	17,489 55	16,664 25	.....	16,664 25	4,219 15	5,259 92	†1,040 77
Barrie	not given	54,263 21	.....	54,263 21	18,848 36	13,379 86	5,468 50
Bracebridge	66,714 30	50,255 77	.....	50,255 77	12,334 59	6,118 37	6,216 22
Bothwell	not given	not given	.....	not given	2,269 94	2,006 43	263 51
Blenheim	9,136 55	3,997 96	.....	3,997 96	1,698 09	906 53	791 56
Brockville (estimated)	190,105 40	131,192 79	.....	131,192 79	19,617 43	15,678 25	3,939 18
Bobcaygeon	25,000 00	25,000 00	.....	.....	not given	not given	.....
Chatham	15,000 00	15,000 00	.....	.....	.....	.....	.....
Collingwood	51,753 25	26,487 44	.....	26,487 44	16,504 18	14,379 78	2,124 40
Dresden	not given	8,817 23	.....	8,817 23	4,669 54	4,357 16	312 38
Dundalk	not given	4,046 91	.....	4,046 91	500 00	367 90	132 10
Fort William	not given	not given	not given	.....	43,140 19	41,811 19	1,329 00
Guelph			Included in	Gas Works	Return.		
Gravenhurst (estimated)	45,000 00	45,000 00	.....	45,000 00	8,235 08	6,473 98	1,761 10
Hespeler	not given	9,919 80	.....	9,919 80	5,609 25	5,222 03	387 22
Iroquois	25,000 00	22,565 07	.....	22,565 07	1,997 95	1,904 33	93 62
Kincardine	17,609 29	9,980 08	659 27	9,320 81	6,535 66	5,976 64	559 02
Kenora	362,992 00	434,187 00	.....	434,187 00	26,137 20	38,562 84	†12,425 64
Kingston (includes gas plant)	334,779 63	281,825 00	.....	281,825 00	41,526 93	40,302 30	1,224 63
Madoc	14,063 77	7,650 00	.....	7,650 00	3,305 99	2,970 74	335 25
Midland	not given	23,930 19	.....	23,930 19	1,692 00	not given	.....
Mitchell	no return	no return	no return	no return	no return	no return	no return
Morrisburg	42,530 00	33,730 00	.....	33,730 00	4,388 16	3,992 88	395 28
Mount Forest	15,000 00	10,581 39	.....	.....	4,088 10	4,065 57	22 53
Napanee	34,283 63	33,800 00	.....	33,800 00	6,344 44	5,947 49	396 95
Newmarket	49,625 00	12,818 70	.....	12,818 70	7,604 56	6,044 66	1,559 90
Niagara (in process of construction)	.....	.....	.....	.....	.....	.....	.....
Niagara Falls	108,376 51	96,071 69	.....	96,071 69	30,002 05	25,360 59	4,641 46
Ottawa	317,448 56	290,071 70	.....	290,071 70	85,703 71	74,580 45	11,123 26
Owen Sound	97,955 52	46,000 00	10,343 21	35,656 79	21,042 28	17,887 05	3,155 23
Palmerston	17,350 00	11,960 00	11,960 00	.....	4,715 68	7,371 14	†2,655 46

Paris	47,000 00	45,000 00	.....	not given	not given	not given	not given
Parry Sound	50,000 00	42,460 33	.....	not given	not given	not given	not given
Perth	12,800 00	11,300 00	.....	not given	not given	not given	not given
Port Arthur	290,003 43	230,351 82	.....	230,351 82	52,698 13	32,519 38	20,178 75
Port Perry	24,000 00	22,788 00	.....	22,788 00	3,576 20	4,022 89	†446 69
Prescott	29,060 29	19,057 99	.....	19,057 99	11,499 42	9,148 39	2,351 03
Preston	30,042 77	25,150 13	.....	not given	not given	not given	not given
St. Mary's (estimated)	50,000 00	42,739 42	.....	42,739 42	6,139 92	6,693 69	†553 77
St. Thomas	53,160 39	45,000 00	.....	45,000 00	23,633 91	21,749 65	1,884 26
Strathroy	not given	54,414 17	.....	54,414 17	10,273 09	10,139 99	133 10
Thamesville	7,000 00	6,138 22	.....	6,138 22	2,884 97	2,866 33	18 64
Thorold	35,000 00	2,866 07	.....	2,886 07	4,482 70	3,807 81	674 89
Tottenham	not given	5,144 38	.....	5,144 38	1,679 64	2,616 48	†936 84
Thessalon	10,883 00	12,848 00	.....	11,784 22	3,108 15	2,478 89	629 26
Toronto (North)	10,000 00	10,000 00	.....	10,000 00	708 60	1,682 50	†973 90
Toronto (East)	no report	no report	.....	no report	no report	no report	no report
Weston	12,088 49	4,834 01	.....	4,834 01	4,574 87	4,264 97	309 90
Whitby	15,000 00	12,000 00	.....	12,000 00	7,770 09	8,301 60	†531 51
Wingham	30,000 00	27,728 56	.....	27,728 56	8,014 37	7,133 57	880 80
Winchester	no report	.....	.....	.....	.....	.....	.....
Windsor	not given	15,000 00	10,732 18	4,267 82	1,304 96	10,182 17	†8,877 21
Welland	no report	no report	no report	no report	no report	no report	no report
Woodstock	70,618 85	65,689 32	10,913 83	54,775 49	22,280 92	18,689 13	3,591 79

†Deficits.

Gas Works, Municipality of Brockville.

Date of vote to establish plant.
Date plant installed or acquired, 1900.
Total assessed value of real estate in municipality, $3,860,045.
Debenture debt in respect of gas plant and electric light plant, $131,192.79.
Number of street gas lamps, 78.
Number of feet of gas sold to general consumers, 24,643,600.
Number of service pipes in use, 1.183.
Cost of street lamp per year, $22.
Gross price per 1,000 cubic feet lighting, $1.25 less 10 per cent.
Gross price per 1,000 cubic feet fuel, $1.25 less 10 per cent.
Schedule of discounts and minimum charges, if any.

Construction and equipment		
Value of land occupied by plant		
Value of buildings		
Value of machinery and apparatus		
Value of street mains	$187,903 00	
Value of services		
Value of meters		
Value of street lamps and fixtures		
Value of tools and appliances		
Value of staple equipment		
Value of other assets		
Total assets		$187,903 00

Debenture debt		$131,192 79
Other indebtedness		
Total debt		$131,192 79
Gross earnings from operation		$30,804 50
For lighting		
For cooking and heating		
For power		
Less discounts	$4,982 63	
		$25,821 87
From street lighting	1,716 00	
From public buildings	3,928 50	
From gas lamps		
Miscellaneous		
Gross earnings		$31,466 37
ncome:		
Gross earnings		$31,466 37
Operating expenses	23,814 26	
Net earnings	$7,652 11	
Deductions		
Interest on funded debt	3,051 71	
Total net income	$4,600 40	
Surplus	$4,600 40	

Gas Works, Municipality of Kingston.

Date of vote to establish plant, 1904.

Date plant installed or acquired.

Total assessed value of real estate in municipality, $7,146,075.

Debenture debt in respect of gas plant, $281,825.

Number of street gas lamps. None.

Number of feet of gas sold to general consumers, $31,286,000.

Number of service pipes in use, 1.423.

Cost of street lamp per year.

Gross price per 1,000 cubic feet lighting, $1.00 net.

Gross price per 1,000 cubic feet fuel, $1.00 net.

Schedule of discounts and minimum charges if any. None.

Construction and equipment		
Value of land occupied by plant		
Value of buildings		
Value of machinery and apparatus		
Value of street mains	$145,495 71	
Value of services		
Value of meters		
Value of street lamps and fixtures		
Value of tools and appliances		
Value of staple equipment		
Value of other assets		
Total assets		$145,495 71
Debenture debt		*285,575 00
Over draft		
Other indebtedness		
Total debt		$285,575 00
Amount invested in sinking fund		
Gross earnings from operation		$31,286 03

GAS WORKS, MUNICIPALITY OF KINGSTON.—*Continued.*

For lighting		Operating expenses	25,848 07
For cooking and heating		Net earnings	$8,366 64
For power		Deductions	
Less discounts		Interest on funded debt and installment	8,179 89
From meters	2,474 30	Other deductions	
From gas stoves and engines		Total net income	$186 75
From gas lamps		Surplus	$186 75
Miscellaneous	454 38		
Gross earnings	$34,214 71		
Income:			
Gross earnings	34,214 71		

*Inclusive of debentures issued for electric light plant.

GAS WORKS, MUNCIPALITY OF OWEN SOUND.

Date of vote to establish plant, 1903.

Date plant installed or acquired.

Total assessed value of real estate in municipality, $4,642,041.

Debenture debt in respect of gas plant, $54,000.

Number of street gas lamps. None.

Number of feet of gas sold to general consumers, 14,540,966 feet.

Number of service pipes in use, 518.

Cost of street lamp per year.

Gross price per 1,000 cubic feet lighting, $1.20 net.

Gross price per 1,000 cubic feet fuel, $1.20 net.

Schedule of discounts and minimum charges, if any. None.

Construction and equipment Value of land occupied by plant Value of buildings Value of machinery and apparatus Value of street mains Value of services Value of meters Value of street lamps and fixtures Value of tools and appliances Value of staple equipment Value of other assets	$85,732 95		
Total assets	$85,732 95		

Debenture debt		54,000 00	
Sinking fund		11,674 23	
Total net debt			$42,325 77
Gross earnings from operation For lighting For cooking and heating For power			$17,449 16
Less discounts			
From residuals		$2,652 46	
From gas stoves and engines.			
From gas lamps			
Miscellaneous		210 72	
Gross earnings			$20,312 34
Income:			
Gross earnings			$20,312 34
Operating expenses		13,995 38	
Net earnings			$6,316 96
Deductions:			
Interest on funded debt	$2,160 00		
Interest on floating debt	1,201 30		
		3,361 30	
Other deductions			
Total net income			$2,955 66
Sinking fund		2,220 32	
Surplus			$735 34

Gas Works, Municipality of St. Thomas.

Date of vote to establish plant, 1905.

Date plant installed or acquired.

Total assessed value of real estate in municipality, $5,878,750.

Debenture debt in respect of gas plant. $215,525 98.

Number of street gas lamps, 112 open flame.

Number of feet of gas sold to general consumers, 36,178,700 feet.

Number of service pipes in use, 1,895.

Cost of street lamp per year.

Gross price per 1,000 cubic feet lighting.

Gross price per 1,000 cubic feet fuel, $1.25 less 10 per cent.

Schedule of discounts and minimum charges, if any.

Construction and equipment		
Value of land occupied by plant		
Value of buildings		
Value of machinery and apparatus		
Value of street mains		
Value of services		$178,810 45
Value of meters		
Value of street lamps and fixtures		
Value of tools and appliances		
Value of staple equipment		
Value of other assets		
Total assets		$178,810 45
Debenture debt	215,525 98	
Over draft		
Other indebtedness		
Total debt		*$215,525 98

Amount invested in sinking fund .....

Gross earnings from operation:

For lighting streets	$2,240 00	
Sold to consumers	41,657 46	
For power		
		43,897 46
From meters	85 45	
From gas stoves and engines		
From residual products	9,391 32	
From gas lamps		
Miscellaneous	567 37	
		10,044 14
Gross earnings		$53,941 60

Income:

Gross earnings	$53,941 60
Operating expenses	32,129 57
Net earnings	$21,812 03

Deductions:

Interest on funded debt	5,461 62
Interest on floating debt	
Other deductions	
Total net income	$16,350 41
Sinking fund	
Reconstruction reserve fund	
Surplus	$16,350 41

*Inclusive of debenture debt *re* electric lighting plant.

Public Utilities—Gas Works.

Tabulated Statement from reports of Municipalities to 31st December, 1907.

Municipality.	Total Investment.	Debenture and other Debts.	Sinking Fund.	Net Debt.	Income.	Expenditure.	Surplus.
	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Belleville	No returns						
Brockville	187,903 00	131,192 79	.....	131,192 79	31,466 37	26,865 97	4,600 40
Kingston	145,495 71	285,575 00	.....	285,575 00	*34,214 71	34,027 96	186 75
Owen Sound	85,732 95	54,000 00	11,674 23	42,325 77	20,312 64	19,577 00	735 34
St. Thomas	178,810 45	215,525 98	.....	215,525 98	*53,941 60	37,591 19	16,350 41
Guelph	No returns				No returns		

*Inclusive of debentures, issued to cover cost of Electric Light plant.

Telephones, Municipality of Fort William.

System installed, 1902.
Number of miles of wire owned:
(*a*) On poles.
(*b*) On buildings.
(*c*) Underground.
Rates of service.
Number public stations.
Number messages during year.
Number of circuits, 600.
Number of daily messages.

Construction and equipment:		
Telephones and plant	$90,690 53	
Sinking fund	5,674 97	
Value of cables	.....	
Merchandise and machinery	.....	
Unpaid accounts	2,028 94	
Total assets		$98,394 44
Liabilities:		
Debentures current	$47,000 00	
Bank overdraft	51,428 28	
Sinking fund liability	5,608 74	
Other liability	610 66	
Total liabilities		$104,647 68
Results of operation	.....	.....
Income:		
Gross income from local service, Gross income from long distance, Other items		$11,812 81
Total income		$11,812 81
Expenses of operation.	$8,276 23	
Wages and general expenses	.....	
Maintenance of cables, poles, etc	5,834 57	
Interest and taxes	1,571 78	
Debenture interest and sinking fund	4,182 38	
		$19,864 96
Deficit on operation		$8,052 15

Telephones, Municipality of Kenora.

System installed, 1902.
Number of miles of wire owned:
(*a*) On poles, 35 miles.
(*b*) On buildings.
(*c*) Underground.
Rates of service.
Number public stations.
Number messages during year.
Number of circuits, 300.
Number of daily messages.

Construction and equipment:		
Telephones, Poles, Value of cables, Merchandise and machinery, Unpaid accounts, Cash on hand, Cash in bank	$11,330	
Total assets		$11,330 00
Debentures current	$10,780 00	
Bank over draft	.....	
Municipal over draft	.....	
Municipal accounts	.....	
Total liabilities		$10,780 00
Results of operation	.....	.....
Income:		
Gross income from local service	.....	.....
Gross income from long distance	.....	.....
Other items	.....	$6,265 95
Total income		$6,265 95
Expenses of operation.		
Wages and general expenses	$3,381 16	
Maintenance of cables, poles, etc	.....	.....
Interest on debentures.	431 20	
Other expenses	.....	
		$3,812 36
Gain on operation		$2,453 59

Telephones, Municipality of Port Arthur.

System installed, January, 1903.
Number of miles of wire owned:
(*a*) On poles, 575 miles.
(*b*) On buildings.
(*c*) Underground.
Rates of service.
Number public stations.
Number messages during year, 3,175,000.
Number of circuits, 1,200.
Number of daily messages, 8,700.

Construction and equipment:		
Telephones		
Poles		
Value of cables		
Merchandise and machinery	$68,710 80	
Unpaid accounts		
Cash on hand		
Cash in bank		
Total assets		$68,710 80
Debentures current	$53,897 35	
Bank over draft		
Municipal over draft		
Municipal accounts		
Total liabilities		$53,897 35
Results of operation		
Income:		
Gross income from local service		
Gross income from long distance	$12,642 87	
Other items		
Total income		$12,642 87
Expenses of operation		
Wages and general expenses	$4,734 00	
Maintenance of cables, poles, etc.	3,542 28	
Interest on debentures.	3,715 88	
Other expenses	1,123 77	
		$13,115 93
Loss on operation		$473 06

List and particulars of By-laws filed under section 10, chapter 51, Ontario Statutes, 1908.

Municipality.	No. By-law	Amount.	Purpose.	Date passed.
		$ c.		1908
Brockville	B. 45	8,000 00	Purchase a park	July 6
Galt	902	7,000 00	Complete sewers and septic tank	June 22
Hanover	90	4,500 00	Improve waterworks system	Apr. 27
Hawkesbury	139	30,000 00	Pay floating debts	May 26
Kerns tp	59	1,000 00	Improve highways	Oct. 3
Kincardine	546	25,000 00	Loan to Hunter Bridge & Boiler Co	Aug. 7
Latchford	41	4,000 00	Fire protection	Aug. 15
Leamington	422	10,000 00	Aid to H. J. Heinz Co	Nov. 16
Listowel	534	25,000 00	Loan to Piano Mfg. Co	Dec. 7
Lucknow	9	2,500 00	Bridges and improvements	Nov. 29
Markdale	191	20,000 00	Instal a waterworks system	June 4
Meaford	23	5,000 00	To build town hall	July 14
Merritton	220	10,000 00	To purchase Merritton Electric Light Co.'s plant	July 14
Oshawa	689	3,000 00	Grant to Mathew Guy for factory	May 22
Owen Sound	1307	12,000 00	Build bridge	July 17
Paris	525	40,000 00	Public school purposes	Apr. 14
Port Arthur	231	35,000 00	Railway, Marine and General Hospital	Oct. 20
"	227	25,000 00	Telephone system	Oct. 19
"	228	7,000 00	Copper wire	Oct. 20
"	229	3,400 00	Purchase water lot	Oct. 20
"	230	32,000 00	Electric light system	Oct. 20
"	248	12,000 00	Current river water power	Nov. 23
"	249	27,000 00	Improve Onion lake dam	Nov. 23
Port Perry	606	30,000 00	Loan to Canadian Weber Gas Co	Aug. 19
Port Rowan	165	3,000 00	Loan to Caldwell Bit & Tool Co	July 9
St. Mary's	104	20,000 00	Loan to Canada Smallware Co	May 25
Sandwich	359	8,000 00	Construct silex sidewalks	July 6
Shuniah	317	10,000 00	Roads and bridges	Sept. 19
Smith's Falls	794	6,247 67	Pay floating debt	June 15
Stayner	417	5,000 00	To erect town hall	Sept. 7
Streetsville	437	7,500 00	Electric light and power plant	June 29
Teeswater	11	5,000 00	Loan to W. R. Thompson Co., to erect sawmill	Nov. 16
Toronto	5166	750,000 00	Waterworks filtration plant	July 14
"	5167	2,400,000 00	Sewers and sewage disposal plant	July 14
Walkerville	364	4,662 15	Renewing pavements	Oct. 13
Waterford	152	10,000 00	Bonus and partial exemption from taxation, Dominion Telephone Mfg. Co	Dec. 17

PUBLIC UTILITIES—TELEPHONES

Tabulated Statement compiled from returns of Municipalities, (to 31 Dec., 1907).

Municipality.	Capital Investment.	Debenture and other debts.	Sinking Fund.	Net Debt.	Income.	Expenditure.	Surplus.
	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Fort William	98,394 44	104,617 68	5,674 87	98,972 81	11,812 81	19,864 96	*8,052 15
Kenora	11,330 00	10,780 00	.....	10,780 00	6,265 95	3,812 36	2,453 59
Port Arthur	68,710 80	53,897 35	.....	53,897 35	12,642 87	13,115 93	*473 06
	178,435 24	169,325 03	5,674 87	163,650 16	30,721 63	36,793 25	.....

* Deficits.

[Copy.]

OSGOODE HALL, TORONTO, 28th Jan., 1909.

The Honourable J. J. FOY, K.C., *Attorney-General, Toronto.*

SIR —Pursuant to instructions I inspected the books and papers of the Ontario Railway and Municipal Board from 1906, the year of its organization, and now beg to report as follows:

Two books are kept, a *Fee Book*, in which are entered the fees referred to in Section 60 of the Act (6 Ed. VII., Ch. 31) and which are payable quarterly to the Provincial Treasurer; and a *Procedure Book* which shows the various steps taken in matters coming before the Board, and also the sums paid in law stamps pursuant to Section 61.

On May 19th, 1908, the Board adopted a Tariff of Fees to be paid in cash or law stamps under Sections 60 and 61. Prior to this the fees collected were such as the Board in its discretion saw fit to charge in each case; and as there was nothing to show the number of hours occupied, and the Orders did not specify the amounts to be paid, I had in most of the earlier cases no better guide than the entries of the amounts of stamps in the Procedure Book Now, however, each order states the amount of fees to be paid in law stamps. Moreover, in some of the earlier cases, the stamps had been affixed to the original orders as handed out, the present practice being to issue the orders in duplicate and to affix the stamps to the one to be filed with the papers.

As the Statute requires stamps only when Orders are made, Awards, Reports, Awards, etc., drawn in the form of Orders are not stamped; nor are orders made by the Board of its own motion. In the case of interlocutory orders the stamps are not affixed to these but are included in the amounts affixed to the final Orders.

In conclusion, I beg to refer to the lack of fyling and vault accommodation. Valuable plans are kept in a cupboard in the main corridor of the basement of the Parliament Buildings, totally unprotected from fire or theft.

I have the honour to remain,

Your obedient Servant,

(Signed) JAS. W. MALLON.

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